

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, June 21, 2017 at 9:00 AM
Port of Morrow Riverfront Center, Sand Hollow Room
2 Marine Drive, Boardman, OR

- 1. Call to Order & Pledge of Allegiance - 9:00 AM**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated June 22nd; AOC County College Meals dated June 15, 2017
 - b. Board of Commissioners Executive Session Meeting minutes, June 7, 2017; Minutes of the City-County-Port Meeting of June 6, 2017
 - c. Oregon Youth Authority, Juvenile Crime Prevention Basic Services Intergovernmental Agreement #13796 (Tom Meier, Juvenile Department Director)
 - d. Oregon Health Authority Intergovernmental Agreement #154659 for Environmental Health Services (Sheree Smith, Public Health Director)
 - e. Oregon Health Authority 2017-2019 Intergovernmental Agreement #154124 for the Financing of Public Health Services (Sheree Smith, Public Health Director)
- 5. Gilliam-Bisbee Building Use Proposal; Review Letter of Support for Fitness Park Grant Application; Fitness Park Lot Line Adjustment and Deed, Willow Creek Park District** (Kim Cutsforth, Executive Director, Howard & Beth Bryant Foundation)
- 6. Public Hearings** (Carla McLane, Planning Director)
 - a. AZ-112-17 Zoning Ordinance Amendment – Updates Article 2 of the Morrow County Zoning Ordinance (MCZO), removes use zones no longer in use and adds new use zones
 - b. AZ-110-17 and AZM-111-17 Zoning Ordinance and Map Amendment – Updates portions of MCZO related to farm and forest resource zones
- 7. Business Items**
 - a. Review Responses to Asphalt Bid Request (Sandi Pointer, Public Works Management Assistant)
 - b. Oregon Department of Transportation Intergovernmental Agreement #32141, Materials & Equipment Storage in County Right-of-Way near the North Transfer Station (Sandi Pointer, Public Works Management Assistant)
 - c. Rock Quarry Agreement with Brian Thompson (Sandi Pointer, Public Works Management Assistant)
 - d. Use of County Easement Agreement - Heppner-Lexington Pipeline LLC (Justin Nelson, County Counsel)
 - e. Columbia Basin Electric Cooperative, Inc. request to install blank conduit in County Right-of-Way in same area as Heppner-Lexington Pipeline LLC project
 - f. Reading and adoption - Ordinance No. ORD-2017-2: Amending Morrow County Code regarding the approval process for Public Works Permits (Jerry Sorte, Administrative Officer)
- 8. Correspondence**

9. Commissioner Reports

10. Adjournment

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta 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 Jerry Sorte, Administrative Officer at (541) 676-2529.

City - County - Port Meeting
June 6, 2017
Port of Morrow Riverfront Center, Wells Springs
Room 2 Marine Drive, Boardman, OR

**Meeting Minutes Prepared by Morrow County
Staff Morrow County Commissioners and Staff**

Present

Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer

Also in attendance were representatives from the City of Boardman and Port of Morrow.

Meeting Opened at 6:00 PM by Karen Pettigrew, Boardman City Manager

Boardman School Resource Officer (SRO) Presentation

Boardman School Resource Officer George Shimer provided an overview of the SRO program. This included discussion of the Driver's Education program which is now offered in the area. Chief Rick Stokoe expressed support for the program and added to the discussion on how the program is having a positive influence in Boardman schools.

Port of Morrow Update

Mr. Neal provided an update on the transportation package that is being considered at the legislature. He also provided an update on the projects that were occurring at the Port of Morrow; including that the Port Commissioner had adopted next year's budget, the Port is working on a water line expansion project and road improvements.

Morrow County Update

Commissioners Russel and Doherty, and Administrative Officer Sorte provided a general County update. Commissioners Russell informed the group that the Board of Commissioners has new members since the last meeting. Commissioner Doherty conveyed the discussion at the NEACT concerning the transportation bill that is being formulated at the legislature. He also expressed that whether the VADATA project ended up falling with an enterprise zone or SIP agreement that he supported the City, County, and Port working together. Mr. Sorte confirmed that County was looking for new ways to work collaboratively with the Port and City, and he provided a general update which included that the Public Works budget that was approved by the Budget Committee will make a significant investment in County roads.

Mr. Neal added as background that the City, County, and Port had worked together to formulate the CREZ II Enterprise Zone.

City of Boardman Update

Karen Pettigrew provided an update on City activities and projects including the painting of the water tower in Boardman and the ribbon cutting scheduled at the new Recreation Center that is scheduled for July 1, 2017.

Meeting Closed at 7:23 PM by Ms. Pettigrew.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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Item #

4c

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Tom Meier

Phone Number (Ext): 5226, 5454

Department: Juvenile

Requested Agenda Date: June 14, 2017

Person Attending BOC Meeting (Required): Tom Meier

Short Title of Agenda Item: OYA JCP BASIC Contract/Agreement

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

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

N/A

For Contracts and Agreements Only

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u>Tom Meier</u>	<u>6/8/17</u>	Department Head	Required for all BOC meetings
<u>JA</u>	<u>6/15/17</u>	Admin. Officer/BOC Office	Required for all BOC meetings
<u>Rich Tovey email</u>	<u>6-8-17</u>	County Counsel	Required for all legal documents
<u>[Signature]</u>	<u>6/16/17</u>	Finance Office	Required for all contracts; Other items as appropriate.
_____	_____	Human Resources	If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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1. TITLE OF AGENDA ITEM: OYA JCP Basic Amended Agreement
 2. ISSUES, BACKGROUND, AND DISCUSSION: Juvenile Crime Prevention Funding through the Oregon Youth Authority that the County has been receiving for years. The 2017-2019 biennium is what this agreement covers.
 3. OPTIONS: Approve agreement and sign or decline the State funding. This funding has historically been used to reimburse the County for detention costs incurred during any given biennium.
 4. FISCAL IMPACT: (0).
 5. STAFF RECOMMENDATIONS: Approve Agreement
 6. SUGGESTED ACTION(S) / MOTION(S): Approve and/or recommend a signer.
- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Oregon

Kate Brown, Governor

**Oregon Youth Authority
Procurement Unit**

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7333
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

June 8, 2017

Re: Agreement #13796 hereafter referred to as "Agreement."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)
- Updated Certificate of Insurance

Note: If you have any questions or concerns with the above referenced Agreement, please feel free to contact Alisha Schultz, Senior Contract Specialist at (503) 373-7333.

Please complete the below:


I _____, _____
(Name) (Title)

received a copy of the above referenced Amendment, consisting of 32 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Morrow County** by email from OYA Procurement Unit on June 8, 2017.

On _____, I signed the printed form of the electronically transmitted Amendment without change.

(Contractor's Authorized Signature) (Date)

CERTIFICATE OF COVERAGE

Agent Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant Morrow County PO Box 788 Heppner, OR 97836	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	None \$5,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17APDMOR C	7/1/2017	7/1/2018		
<input checked="" type="checkbox"/> Property	A	17PMORC	7/1/2017	7/1/2018		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	17BMORC	7/1/2017	7/1/2018		Per Filed Values
Excess Crime						
Excess Earthquake						
Excess Flood						
Excess Cyber Liability						
Workers' Compensation						

Description:

Certificate Holder:	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.
By:	Date:

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES**



Agreement #13796

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Morrow County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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 as of **July 1, 2017**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$35,340.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits	
Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

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

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500

Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt OAR 137-045-0050

Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved via email Date: 4/25/17

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Alisha Schultz

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
10. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
11. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
12. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
13. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
14. **“OYA”** means the Oregon Youth Authority.
15. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

16. "Service" means any service or group of related services delivered as part of Service Plan implementation.

17. "Service Plan" means the County's plan for 2017-2019 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2017-2019 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

18. "Supplanting" means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

19. "Target Population for Basic Services" means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2017-2019 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) 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. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

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

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any

applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA 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 OYA of this Agreement, other than approval by the Department of Justice if required by law.

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

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2017 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a

“Provider Contract”) County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider’s performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider’s compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County’s and each Provider’s performance. County acknowledges and agrees that OYA and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County’s responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County’s Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County’s or Provider’s responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) 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, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) 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 (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

a. OYA 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 OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. County Termination. County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon 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 the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's

spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. 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, electronic mail, or mailing the same, postage prepaid to County or OYA 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 (5) 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. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Tom Meier
Morrow County
PO Box 412, Heppner Oregon 97836
Voice: (541)676-5642
E-Mail: tmeier@co.morrow.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Counterparts. This Agreement 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 so executed shall constitute an original.

15. 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 Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA 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.

19. Integration and Waiver. This Agreement, including all of its 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from 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.

21. 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.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon 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 the Agreement to the extent possible, consistent with the public interest.

23. Contribution

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

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

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

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

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

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County 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 OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act

(collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcome of reducing juvenile recidivism.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i)** Antisocial behavior.
- (ii)** Poor family functioning or poor family support.
- (iii)** Failure in school.
- (iv)** Substance abuse problems.
- (v)** Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2015-2017 biennium. Until the Service Plan for the 2017-2019 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2015-2017 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2017-2019 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2015-2017 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County

shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

4. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the

Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the Contractor shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

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

2. Provider Insurance Requirements

A. GENERAL.

County shall require its first tier Provider(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 Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. 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 Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those

workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

PROFESSIONAL LIABILITY:

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not

limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider 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 Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:





All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$ 35,340.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

**EXHIBIT F – SERVICE TRACKING IN
JJIS**

	Oregon Juvenile Justice Information System		
	Policy Statement		
Service Tracking in JJIS			
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date:	1/16/2013	
	JJIS Steering Committee Approval:	12/19/2012	
	JJIS Policy & Standards Committee Approval:	8/22/2012	
	Supersedes:		
REFERENCE:			

PURPOSE:	<ul style="list-style-type: none"> To provide a standard for consistency in tracking services in JJIS; To provide a threshold for a view of current juvenile justice practice; To provide a foundation to compare trends in key service areas over time; and To establish a foundation to develop capacity to measure results based on evidence
DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- **Competency Development**
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- **Family**
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- **Fire Setter**
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- **Gang**
 - Gang – Non-Residential
 - Gang – Residential
- **Mental Health**
 - Mental Health – Non- Residential
 - Mental Health – Residential
- **Co-Occurring**
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- **Sex Offender**



	<ul style="list-style-type: none"> o Sex Offender – Non-Residential o Sex Offender – Residential • Substance Abuse <ul style="list-style-type: none"> o Substance Abuse - Non-Residential o Substance Abuse - Residential • Other Youth Specific Services <ul style="list-style-type: none"> o Drug Court o Mentoring o Other Residential o Other Youth Services o Victim Related o Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> o Services o Case Plan Interventions o Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> • Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> o Community Service o Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> o Services o Case Plan Interventions



	<ul style="list-style-type: none"> ○ Programs on Conditions 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ul style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ul style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<p><u>FORMS:</u></p>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



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

Item #
4d

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sheree Smith
Department: Public Health
Person Attending BOC Meeting (Required): Sheree
Short Title of Agenda Item: OHA IGA #154659-0 for Environmental Health Services
Phone Number (Ext): 5212
Requested Agenda Date: June 21st, 2017

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity: OHA - Public Health Division
Contractor/Entity Address: Portland Oregon
Effective Dates - From: July 1, 2017 Through: June 30th, 2023
Total Contract Amount: N/A as funds are not included Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Sheree Smith 06/12/17 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson (per email) 06/13/17 County Counsel Required for all legal documents
Kate Knop (per email and Sig) 06/15/17 Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. **TITLE OF AGENDA ITEM:** OHA IGA #154659-0 For Environmental Health Services
2. **ISSUES, BACKGROUND, AND DISCUSSION:** Morrow County Public Health is required to assure the provision of Environmental Health services and this is accomplished through Contracting with Umatilla County. The Contract with Umatilla County include payment by Morrow County for the services rendered. Otherwise, the OHA IGA does not include any funding dollars as Fees collected are the funding sources for the agency providing services.
3. **OPTIONS:** The provision of Environmental Health services is required either by direct service delivery, or contracting with another agency.
4. **FISCAL IMPACT:** No change
5. **STAFF RECOMMENDATIONS:** No change
6. **SUGGESTED ACTION(S) / MOTION(S):** Following review and approval of County Counsel, I am requesting that the BOC review, approve and sign the OHA IGA.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

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 # 154659-0

OREGON HEALTH AUTHORITY INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County Health Department, the Local Public Health Authority (“LPHA”), acting by and through its Health and Human Services Department, each a “Party” and together, the “Parties.”

SECTION 1. AUTHORITY

- ORS 446.310 to 446.350 establishes a state licensure program for tourist facilities.
- Upon request from a county, ORS 446.425 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 446.310, 446.320, 446.330 to 446.340, 446.345, 446.350 and 446.990 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 448.005 to 448.090 establishes a state licensure program for pool facilities.
- Upon request from a county, ORS 446.100 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 448.005, 448.011, 448.020 to 448.035, 448.040 to 448.060 and ORS 448.100 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, licensing, inspections, enforcement and issuance and revocation of permits and certificates in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 624.010 to 624.121 establishes a state licensure program for restaurants and bed and breakfast facilities.
- ORS 624.310 to 624.340 establishes a state licensure program for commissaries, mobile units, warehouse and vending machines.
- ORS 624.510 requires OHA to enter into this Agreement with a LPHA delegating to the LPHA the administration and enforcement within the jurisdiction of the LPHA of the powers, duties and functions of the OHA director under ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992. This Agreement must describe the powers, duties and functions of the local public health authority relating to fee collection, licensing, inspections, enforcement, civil penalties and issuance and revocation of permits

and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For OHA to delegate responsibility to LPHA for carrying out these programs:
 - The tourist facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
 - The pool facility program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1); and
 - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the county's performance.

SECTION 3. EFFECTIVE DATE

This Agreement shall become effective on the date this Agreement has been fully executed by each Party and, when required, approved by Department of Justice or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: Jere High
Title: Administrator, Center for Health Protection
Date: 5/10/17
Phone: (971) 673-0403
Email: Jere.high@state.or.us

4.2 COUNTY'S AUTHORIZED REPRESENTATIVE IS:

Name: _____
Title: _____
Date: _____
Phone: _____
Email: _____

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5. DEFINITIONS

- “CLEHS” means the Conference of Local Environmental Health Supervisors.
- “FIPP” means the Foodborne Illness Prevention Program.

SECTION 6. LPHA RESPONSIBILITIES

LPHA accepts OHA’s delegation of authority to carry out the following programs:

- Tourist facility program in ORS 446.310 to 446.350 and 446.990;
- Pool facility program in ORS 448.005 to 448.090; and
- Restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992.

Pursuant to OHA’s delegation of authority, LPHA shall:

- 6.1 Carry out the statutes and rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement in ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.
- 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
 - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. The projected food program cost for the 2017-2019 biennium is \$1,537,673. This figure is reduced by existing funds in the food program account (\$350,000). The total projected licensing revenue for all LPHAs for the 2017-19 biennium is \$10,913,165. $(\$1,537,673 - \$350,000) / \$10,913,165 = 10.88\%$.
 - For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.
- 6.3 Provide to OHA’s Agreement Administrator with each remittance a written summary report that:
 - Describes all work performed with particularity and by whom it was performed;
 - Itemizes and explains each remittance category contained in the report; and
 - Includes the total amount remitted to date by LPHA prior to the current remittance.

SECTION 7. OHA RESPONSIBILITIES

OHA hereby delegates authority to administer the following programs to the LPHA:

- The tourist facility programs in accordance with 446.425;
- The pool facility program in accordance with 448.100(1); and
- The restaurant, bed and breakfast facility, commissary, mobile unit and vending machine licensing programs to the LPHA in accordance with ORS 624.510.

To enable LPHA to carry out its delegated duties under this agreement, OHA shall:

- 7.1 Provide training to LPHA staff including at least one annual conference relating to the food, pool and lodging programs and one in-person regional meeting. OHA will cover the costs for these meetings such as registration, room rental, food and beverages, and speaker fees but will not cover LPHA staff travel expenses (e.g. lodging, mileage, per diem beyond meals provided, etc.).
- 7.2 Provide a statewide computer licensing and inspection program and database for use by LPHA's. OHA will provide support and technical assistance to users of the system. OHA will develop a communication protocol to provide direction on how to request support and technical assistance from contract vendors or FIPP staff.
- 7.3 Provide at no cost, printed materials required in statute or rule that are necessary to implement the programs and are listed on OHA General Requisition for 34-00A, such as but not limited to handwashing placards, compliance stickers, inspection forms, closure orders and license applications. OHA will consult with the CLEHS to determine additional printing needs.
- 7.4 Ensure access to electronic versions of the administrative rules, food handlers manuals and other educational materials.
- 7.5 Work with the CLEHS, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated into Spanish, and which forms and documents will be provided to the LPHA in printed form.

In addition, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:

- The number or proportion of limited English proficiency (LEP) persons eligible to be served or likely to be encountered by the LPHA;
- The frequency with which LEP individuals come into contact with the LPHA's environmental health services program;
- The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
- The resources available to OHA and the costs of interpretation/translation services.

LPHA is responsible for translating and/or printing any materials in additional languages to meet their own local needs in compliance with any applicable federal standards.

- 7.6 Provide consultation and technical assistance to LPHA's to support implementation of the administrative rules and other laws enforced by LPHA under this Agreement relating to the food, pool and tourist facility programs.

- 7.7 Provide FIPP standardization and certificate of completion to at least one person in each LPHA as required in OAR 333-012-0060(3).
- 7.8 Provide training to LPHA staff on public pool plan review.
- 7.9 Provide public pool plan review and construction inspection services.
- 7.10 Provide LPHA with information relating to the status of variance applications within the LPHA's jurisdiction and communicate when necessary with LPHA's Environmental Health Supervisor if the status changes.
- 7.11 In September of each year, provide the LPHA with the FPLHS program budget and expenditures and provide a list of all county remittance fees for review at a regularly scheduled CLEHS meeting. Starting July 1, 2017, this information shall be provided on a quarterly basis. Starting July 1, 2019, and thereafter, this information shall be provided semi-annually. OHA will communicate the amount of the remittance fee by US Mail to the LPHA.
- .12 In March of each year convene a workgroup consisting of CLEHS representatives, a local public health administrator and food service industry members to review and provide recommendations for the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans. OHA staff shall provide the workgroup and CLEHS members with a report summarizing program activities from the previous year.
- 7.13 Consult with CLEHS prior to any substantive modification to the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans and, in a timely manner, consult with CLEHS regarding any other major changes to those programs that affect the LPHA, to the extent possible and feasible.
- 7.14 Provide personnel to LPHA to perform inspection services in the case of an emergency.
- 7.15 Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

SECTION 8. CONFLICT RESOLUTION

The Parties agree to meet, in person if possible, to discuss any conflict that arises between the Parties concerning this Agreement and to work in good faith to resolve the matter in a way that is mutually agreeable.

SECTION 9. REVIEW OF AGREEMENT

The Parties will review this Agreement every five years or sooner upon the agreement of both Parties.

SECTION 10. SUSPENSION AND TERMINATION

- 10.1 Either Party may terminate this Agreement upon 180 days written notice to the other Party.
- 10.2 OHA may terminate this Agreement in accordance with OAR 333-012-0070(6) to (8).
- 10.3. If the delegations in this Agreement are suspended or terminated the LPHA must return unexpended portion of the fees collected under ORS 446.425(2), 448.100(2) and 624.510(2) to OHA for carrying out the powers, duties and functions under ORS 446, 448 and 624.
- 10.4 The LPHA may terminate this Agreement if the LPHA requests a transfer of the LPHA's responsibilities to OHA in accordance with ORS 431.382, but such a termination does not take effect until 180 days after OHA receives the request.

- 10.5 Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except as specified in paragraph 10.3.
- 10.6 Any termination of this Agreement shall not prejudice any obligations or liabilities of either Party accrued prior to such termination.

SECTION 11. AMENDMENTS

- 11.1 The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.
- 11.2 This Agreement must be amended if the percentages or formulas for remittance in Section 6.2 change.

SECTION 12. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or number set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this section.

SECTION 13. SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 14. SEVERABILITY

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

SECTION 15. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

SECTION 16. LIABILITY AND INSURANCE

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

SECTION 17. DAS REPORTING REQUIREMENT

The Parties agree that OHA shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHA shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 18. RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State’s Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 19. NO THIRD PARTY BENEFICIARIES

OHA and LPHA 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.

SECTION 20. MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, 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. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

SECTION 21. SUBCONTRACTS AND ASSIGNMENT

- 21.1 Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 21.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 22. INDEMNIFICATION BY SUBCONTRACTORS.

LPHA shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“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 contractor 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 contractor from and against any and all Claims.

SECTION 23. ADDITIONAL PROVISIONS

23.1 Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA’s determination is that:

- LPHA is a sub-recipient
- LPHA is a vendor
- Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: _____

23.2 **LPHA Data and Certification.**

- a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____

Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____

Expiration Date: _____

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 23.2., LPHA Data and Certification, is LPHA's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;

- (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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.

6. Signatures.

Morrow County Health Department

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

Shannon Ofallon, Assistant Attorney General

Assistant Attorney General		Date
----------------------------	--	------

OHA Program Representative:

Authorized Signature	Title	Date
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**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

EXHIBIT A

Subcontractor Insurance Requirements

LPHA 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 LPHA 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 OHA. LPHA shall not authorize contractors 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 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 LPHA permit a contractor to work under a Subcontract when the LPHA 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 whom LPHA directly enters into a contract. It does not include a subcontractor with whom 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 \$1,000,000 must be included.
2. **PROFESSIONAL LIABILITY:** Covers 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.

Professional liability insurance is required for entities that employ professionals and when professional liability insurance is available for the profession.

3. **COMMERCIAL GENERAL LIABILITY:** Covers 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 for first tier contractors when the scope of work includes transportation. Covers 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 contractor'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 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 24 months following the later of: (i) the contractor'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 contractor 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 contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor 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 contractor or its insurer must provide 30 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 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 and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

EXHIBIT B

Required Sub-Contractor Provisions

1. Subcontractor shall comply with all applicable provisions of this Agreement between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and LPHA.
2. Subcontractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
3. Subcontractor shall make available to OHA or to any Client, any and all written materials in alternate formats in compliance with OHA’s policies or administrative rules. For the purposes of the foregoing, “written materials” includes, without limitation, all work product and subcontracts related to this contract.
4. 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, OHA or LPHA.
5. Section 22. INDEMNIFICATION BY SUBCONTRACTORS and Exhibit A Subcontractor Insurance Requirements are hereby incorporated into this Exhibit by reference.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: **Sheree Smith**

Phone Number (Ext): **5212**

Department: **Public Health**

Requested Agenda Date:

Person Attending BOC Meeting (Required): **Sheree**

Short Title of Agenda Item: **Agreement # 154124-0 2017-2019 IGA**

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Discussion Only |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Department Report |
| <input checked="" type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other: Approval and signature by the BOC |

N/A

For Contracts and Agreements Only

Contractor/Entity: **OHA**

Contractor/Entity Address: **Portland, Or**

Effective Dates – From: **July 1, 2017**

Through: **June 30th, 2019**

Total Contract Amount: **\$227,182**

Budget Line: **Multiple**

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u>Sheree Smith</u>	<u>06/09/17</u>	Department Head	Required for all BOC meetings
	<i>DATE</i>		
_____	_____	Admin. Officer/BOC Office	Required for all BOC meetings
	<i>DATE</i>		
<u>Justin Nelson (per email)</u>	<u>06/13/17</u>	County Counsel	Required for all legal documents
	<i>DATE</i>		
<u>Kate Knop (per email and Sig)</u>	<u>06/15/17</u>	Finance Office	Required for all contracts; Other items as appropriate.
	<i>DATE</i>		
_____	_____	Human Resources	If appropriate
	<i>DATE</i>		

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: OHA IGA #154124-0
 2. ISSUES, BACKGROUND, AND DISCUSSION: **The OHA allocates a specific amount of funding identified by Program Element (PE) number, with specific requirements for each program included in the Contract. This was an annual process until FY 2015 – 2017 when the IGA was changed to a Biennium (2 yr) process with amendments throughout the timeframe as indicated. The amount of funding indicated on pages 65 and 66 (\$227,182) is for an Award Period of July 1st 2017 – June 30th, 2018, representing one year.**
 3. OPTIONS: **Must approve and sign contract for Public Health to continue to do the good work of promoting community health and education.**
 4. FISCAL IMPACT: **Needed funding to continue the programs we currently offer.**
 5. STAFF RECOMMENDATIONS: **No change in staffing level, FTE will remain the same.**
 6. SUGGESTED ACTION(S) / MOTION(S): **Following review and approval of County Counsel and Finance, BOC need to review, approve and sign the Contract so that it can be returned to the State for funds to being to be dispersed.**
- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

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 #154124

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 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 Health Department, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes 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, 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.

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, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2019**.
- 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 Provider Contract Provisions](#)
- [Exhibit I Provider 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

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 19, 2017, copy of email approval in Agreement file.

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Mai Quach (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 2017-2019 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 actually 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. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
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 16 “Program Element” above.
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, 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. **“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.

2017-2019 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 State Support for Public Health (SSPH)	GF			N	N
PE 03 Tuberculosis Services	GF/FF	CDC/TB Prevention and Control	93.116	N	Y
PE 10 Sexually Transmitted Disease (STD)	GF/FF	CDC/Preventative Health Services Sexually Transmitted Diseases Control Grants	93.977	N	Y
PE 12 Public Health Emergency Preparedness Program (PHEP)	FF	DHHS/Public Health Emergency Preparedness	93.069	N	Y
PE 13 Tobacco Prevention and Education Program (TPEP)	OF/FF	CDC/State Tobacco Control Program	93.305	N	Y
PE 41 Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y	Y
PE 42 Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778	Y	Y

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIEN T (Y/N)
<u>PE 43</u> Public Health Practice (PHP) - Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 44</u> School-Based Health Centers (SBHC)	GF			N	N

18. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
19. **“Provider”** 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, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
20. **“Provider Contract”** has the meaning set forth in Exhibit E “General Terms and Conditions” Section 3.
21. **“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)

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must 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.
2. **Definitions Specific to SSPH**
 - a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.
 - b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by CLHO in June 2008, available online at: <http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20adminstrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf> and in accordance with OAR 333 Division 14.
3. **Standards for Program Operations.**
 - a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
 - b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at: <http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>
4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement.

Program Element #03 - Tuberculosis Services**1. Description.**

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 under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.

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 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 latent TB infection.
- e. 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 the Department’s Investigative Guidelines.
- f. 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.
- g. Contact:** An individual who was significantly exposed to an infectious case of active TB disease.
- h. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- i. Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in the Department’s Investigative Guidelines.
- j. Interjurisdictional Transfer:** A suspected TB case, TB case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. Investigative Guidelines:** Department guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.

- l. 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.
- m. Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- n. 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 the Department’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management 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. Procedural and Operational 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: Tuberculosis Case Management Services, as defined above and further described below and in the Department’s Investigative Guidelines.
- b. Tuberculosis 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 to all individuals who reside in LPHA’s jurisdiction and who have TB 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. Cases of TB disease should be treated via DOT. If DOT is not utilized, The Department’s TB Program must be consulted.

- (5) The Department’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 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 within LPHA’s jurisdiction that is identified by or reported to LPHA, LPHA shall 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) The 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 shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- c. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA shall 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.
 - d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with the Department.
 - e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
- 4. Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to the Department:
- a. LPHA shall notify the Department’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 shall, within 5 business days of a status change of a suspected case of TB disease previously reported to the Department, notify the Department 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. The LPHA shall utilize the Department’s “TB Disease Case Report Form” and ORPHEUS for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to the Department’s TB Program utilizing the “TB Disease Case Report Form” and ORPHEUS within 5 business days of conclusion of treatment.
 - b. LPHA shall 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.

- 5. Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals:
- a.** For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% 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 elicited for 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 latent TB infection (LTBI), **88.0% will start treatment.**
 - e.** For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f.** For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #10: - Sexually Transmitted Disease (STD) Client Services

1. **Description.** Resources 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 Disease (STD) related client services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.
2. **Report Process:**
 - a. LPHA shall review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the Public Health Division HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (ORPHEUS), the State's online integrated disease reporting system. If LPHA is unable to record case directly into ORPHEUS, they may fax a completed case report form to HST.

Paper case report forms for some STDs can be found online at:
<https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingForms/Pages/index.aspx> .

LPHA may choose to fax their own case report form provided it includes the minimum information required to be collected by the case entry layout in ORPHEUS.
 - b. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.
3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering STD client services. The resources may include:
 - a. **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, the LPHA shall use those medications to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program." In the event of a non-STD related emergency, with notification to the STD program, the LPHA may use these medications to address the emergent situation.

- b. **Technical Assistance Resources:** Those services of a OHA Disease Intervention Specialist (DIS), that OHA makes available to LPHA to support the LPHA’s delivery of STD client services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work and partner services follow-up.

The LPHA determines priorities and activities of its STD case work. DIS assignments are not for routine staffing or casework and DIS are not available for conducting field work that LPHA has determined is not allowable for LPHA staff.

Services of a DIS may include onsite provision of shadowing and demonstration opportunities as a learning tool for STD case work and/or partner services follow-up, as well as field assistance. Field assistance may be requested after one or more of the following criteria has been met: 1) Three documented attempts have been made to gather further information from a provider related to demographics, risk, screening and/or treatment, 2) Three documented attempts have been made to locate client that meets the criteria of a priority case and 3) Case is unusual, challenging, or potentially risky and collaborative work on the case is needed. This also includes instances where there may be a suspected or confirmed STD outbreak.

- c. **Definition of 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 individual LPHA and OHA, exceeds the expected routine capacity of the LPHA to address the outbreak.

4. Procedural and Operational Requirements. All STD related client services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. LPHA acknowledges and agrees 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 outbreaks of STDs within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner (as in 2.a.) the incidence of reportable STDs within LPHA’s service area.
- b. LPHA must provide or refer client for STD services in response to an individual seeking such services from LPHA. STD client services consist of screening individuals for reportable STDs and treating individuals infected with reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must 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:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx> ; and
 - (3) Oregon Revised Statutes (ORS) 433.045.

- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having reportable STDs or to treat the sex partners of individuals infected with reportable STDs, subject to the following requirements:
 - (1) The medications must be provided at no cost to the individuals receiving treatment;
 - (2) 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;
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use; and
 - (4) LPHA shall only use “340-B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340-B Drug Pricing Program”.
- e. If LPHA receives in-kind resources under this Agreement in the form of condoms, and lubricants, LPHA may 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.

5. Reporting Obligations and other Requirements. LPHA shall submit data regarding STD client services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database or some equivalent mechanism for data reporting deemed acceptable by OHA as outlined in Section 2.a. of this Program Element 10.

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Relevant to PHEP Programs.**
 - a. **Budget Period:** Budget period is defined as 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, budget period is July 1 through June 30.
 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
 - c. **CDC Public Health Preparedness Capabilities:** Developed by the CDC to serve as national public health preparedness standards for state and local planning. For more details: <http://www.cdc.gov/phpr/capabilities/>
 - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
 - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
 - f. **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 service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers 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 Preparedness Health Alert Network administrators.
 - g. **Health Security Preparedness and Response (HSPR):** A state level program to develop systems, plans and procedures to prepare for and respond to major, acute threats and emergencies that impact the health of people in Oregon. This work is done jointly between HSPR, Local Public Health Departments and Native American Tribes (Tribes).
 - h. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge capacity and enhance community and hospital preparedness for public health emergencies.
 - i. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, 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 for an ill-defined threat in the early hours of an event, a large shipment of specific

items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.

- j. **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. More information can be viewed at: <https://www.fema.gov/national-incident-management-system>
 - k. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
 - l. **Public Health Accreditation Board (PHAB):** 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. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
 - m. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
 - n. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
 - o. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.
 - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **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 Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- f. **PHEP Program Reviews.**
 - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
 - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by September 15 of each year, the actual expense-to-budget report for the prior fiscal period of July 1, through June 30. The budget and expense-to-budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

4. Procedural and Operational Requirements.

- a. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
 - (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
 - (3) Participation in a minimum of 75% of the regional or local HPP/Health Care Coalition (HCC) meetings.
 - (4) For CRI counties only, participation in meetings led by MCM coordinator.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted PHEP monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. 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 Preparedness subcommittee.
- b. **Public Health Preparedness Capability Survey:** LPHA shall complete all applicable Public Health Preparedness Capability Surveys sponsored by HSPR by August 15 each year.

- c. **Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:
- (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities;
 - (2) Local public health leadership reviews and approves work plans in support of any of the 15 CDC PHP Capabilities;
 - (3) Planning activities in support of any of the 15 CDC PHP Capabilities;
 - (4) Training and Education in support of any of the 15 CDC PHP Capabilities;
 - (5) Exercises in support of any of the 15 CDC PHP Capabilities;
 - (6) Planning will include Access and Functional Needs populations;
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the 15 CDC PHP Capabilities; and
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- d. **Emergency Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPR approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its local PHEP work plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace work plan activities interrupted or delayed.
- e. **24/7/365 Emergency Contact Capability.**
- (1) LPHA shall 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.
 - (2) The contact number will 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 shall list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (3) The telephone number shall 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 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be available for callers from outside the locality.
 - (4) The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7/365 telephone number.
 - (5) Quarterly test calls to the 24/7/365 telephone line will be completed by HSPR program staff and LPHA will be required to respond within 60 minutes.
- f. **HAN**
- (1) A local HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the HSPR liaison and the State HAN Coordinator.
 - (2) The local HAN Administrator shall:

- (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 Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA's 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.
- (h) Initiate at least one local HAN call down exercise/ drill for LPHA staff.
- (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.
- (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

g. Multi-Year Training and Exercise Plan (MYTEP): LPHA shall annually submit to HSPR on or before September 1, an updated MYTEP. The MYTEP shall meet the following conditions:

- (1) The plan shall demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) The plan shall include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA shall work with Emergency Management, local health care partners and other community partners to integrate exercises.
- (4) At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three, 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. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify under this requirement the exercise or incident must:
 - (a) Have public health objectives that are described in the Exercise Plan or the Incident Action Plan.

- (b) Involve public health staff in the planning process
- (c) Involve more than one county public health staff and/ or related partners as active participants
- (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting or participating in the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. 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 law.
 - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- h. Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance. More information can be viewed at:
 - https://www.oregon.gov/OEM/Documents/FY2017_NIMS_Compliance_Form.pdf
 - http://www.oregon.gov/OEM/Documents/NIMS_FAQ.pdf
- i. Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities based on the local identified hazards. Revisions shall be made according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- j. Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by 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.

**ATTACHMENT 1
TO PROGRAM ELEMENT #12
BUDGET TEMPLATE**

Preparedness Program Annual Budget			
_____ County			
July 1, 201_ - June 30, 201_			
			Total
PERSONNEL			Subtotal
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
			0
			0
Fringe Benefits @ (__)% of describe rate or method			0
TRAVEL			\$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
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)			\$0

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CONTRACTUAL (list each Contract separately and provide a brief description)			\$0
<i>Contract with (____) Company for \$_____, for (_____) services.</i>			
<i>Contract with (____) Company for \$_____, for (_____) services.</i>			
<i>Contract with (____) Company for \$_____, for (_____) services.</i>			
OTHER			\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$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 compute 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 $50 \times 12 / 2080 = .29$ FTE			

Preparedness Program Expense to Budget			
_____ County			
Period of the Report (July 1, 201_ - December 31, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

Preparedness Program Expense to Budget			
_____ County			
Period of the Report (July 1, 201_ - June 30, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

**Public Health Emergency Preparedness
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for a year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

* in accordance with 45 CFR 74.37 or 45 CFR 92.5
 Please return the completed form to your Regional Liaison by August 31 of each year.
 Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

ATTACHMENT 2
TO PROGRAM ELEMENT #12
Work Plan Instructions

Oregon HSPR Public Health Emergency Preparedness Program

For grant cycle: July 1, 2017 – June 30, 2018

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison by February 15 and August 15.

WORKPLAN CATEGORIES

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed.

TRAINING AND EDUCATION: List planned preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan attachment. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY OUTREACH: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

PRE-FILLED ACTIVITIES

Activities required under the 2017-18 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

COLUMN DESCRIPTIONS

Goal	DRILLS and EXERCISES Objective	Planned Activity	Date Completed	Actual Outcome	Notes
1	By December 31, 2017, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/17	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the 2017-2018 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

___Public Health Preparedness Program

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

Goal	Objectives	Planned Activities	Date Completed	Progress / Actual Outcome	Notes
3	<p>This is an example By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</p>	<p>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</p>	9/15/2017	<p>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017.</p>	<p>Identified staff completed 700 and 800 series training online prior to December class.</p>
		<p>December 15, 2017, first classroom training.</p>	12/15/2017		
		<p>July 18, 2017, second classroom training.</p>	3/18/2018	<p>Five management staff completed IS-200 on March 18, 2018.</p>	
		<p>July 12, 2017, third classroom training.</p>	5/12/2018	<p>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2018.</p>	
		<p>PHEP coordinator will update all training records by July 25 2017.</p>	6/15/2018	<p>Trainings records updated on June 15, 2018</p>	

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3, 4, 6, 7, 8, 9, 11, 12 and 13	<p><i>This is an example</i> By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. Goal 1.</p>	<p><i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i></p>	9/1/2017	<p><i>Met with management staff on September 1, 2017.</i></p>	
		<p><i>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i></p>	10/29/2017	<p><i>Met with Emergency Management and other partners to develop TEP on 8/17/17. Sent TEP to Liaison on 9/01/17.</i></p>	
		<p><i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i></p>	9/15/2017	<p><i>Presentation developed and gave to staff on 9/15/17</i></p>	
		<p><i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i></p>	9/15/2017		
		<p><i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i></p>	2/17/2018	<p><i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i></p>	

Drills and Exercises

Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

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Planning					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Partner Collaboration					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Community Outreach					
Goal	Location	Activity / Event Name / Notes / Outcomes	Date Completed	Activity Hours	Total # of Attendees
INCIDENT AND RESPONSE ACTIVITIES					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes
UNPLANNED ACTIVITY / SUCCESSES					
CDC Cap. #s	Activity		Date(s)	Outcomes	Notes

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CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
n/a	Participate in Triennial program review process with OHA staff. <i>PE-12.3.f.i.</i>		Dates TBD by OHA
n/a	Develop annual work plan. <i>PE-12.3.b, PE-12.4.d.i-vii.</i>	09/01/17	Proposed draft work plan due to Liaison by 8/1/17. Final work plan due 9/1/17.
n/a	Participate in mid-year work plan review with liaison. <i>PE-12.3.f.</i>	02/15/18	
n/a	Participate in year-end work plan review with liaison. <i>PE-12.3.f.</i>	06/15/18	
n/a	Submit annual proposed budget to liaison for period July 1 to June 30. <i>PE-12.3.g.</i>	08/01/17	
n/a	Submit actual expense-to-budget report to liaison for the period of July 1 through Dec. 31. <i>PE-12.3.g.</i>	02/15/18	
n/a	Submit annual actual expense-to-budget report to liaison for the period of July 1 through June 30. <i>PE-12.3.g.</i>	09/15/18	
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
1 3	Update multi-year training and exercise plan (MYTEP). <i>PE-12.4.h.i-vi.</i>	9/01/17	Draft due date may be established by liaison.
1 3	Ensure staff and supervisors responsible for public health emergency planning and response roles are trained for respective roles. <i>PE-12.4.h and CLHO Minimum Standards</i> [Relevant details from your multi-year training and exercise plan should be described in Notes column.]		
1 3 6	Ensure that local HAN users complete training necessary for user level. <i>PE-12.4.g.ii.</i>	06/30/18	

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CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
3 4 6	Participate in statewide ESF-8 tactical communications exercises. <i>PE-12.4.f.</i>		
	EXERCISE 1: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.vi.</i>		
	EXERCISE 2: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.v.</i>		

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CDC Cap. #s	PLANNING	Due Date	Notes
1	Complete annual public health preparedness capabilities survey. <i>PE-12.4.b.</i>	08/15/17	
1-15	Review and update public health plans and MOUs every 5 years. <i>PE-12.4.j, OAR104-01000-005(3)</i>		
1 3	Maintain knowledge of, participate in and give input to development or revisions of county or regional emergency operations plan. [Describe specific activities in Notes column and work plan, if applicable.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i>		LPHA plans to consider participation in new or existing plans for the county or region, for example: <ol style="list-style-type: none"> 1. All-Hazards Response and Recovery Plan 2. Resource Management 3. Communications and Information Management 4. Emergency public warning and info 5. Medical surge and Non-pharm interventions 6. First responder 7. Volunteer Management
1	Maintain or develop written policies and procedures that describe the role and responsibilities of LPHA staff when responding to a public health emergency including disease outbreaks and environmental emergencies. [Describe specific activities in Notes column and work plan.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i>		
1 6	Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i>	ongoing	

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CDC Cap. #s	PARTNER COLLABORATION	Due Date	Notes
6	Participate in monthly preparedness calls for LPHA/Tribes. <i>PE-12.4.a.iv</i>	ongoing	First Tuesday of every month, 1 to 2 p.m.
1-15	Attend annual OHA or OEM conference. [Describe specific conference(s) attending in Notes column.] <i>PE-12.4.a.i.</i>		
1 6	Participate in regional healthcare preparedness coalition meetings. <i>PE-12.4.a.iii.</i>	ongoing	Dates established by HPP Liaison.
	HAN: Identify a HAN Administrator to facilitate all local HAN access, issues, user groups, and trainings - excluding hospitals and tribes. <i>PE-12.4.g.</i>		
1 3	HAN: (1 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
1 3	HAN: (2 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
3 4 13	Maintain 24/7 health department telephone contact capability. <i>PE-12.4.f.</i>	ongoing	
1 3 6	Maintain partnerships with local emergency management, medical examiner, and public safety agencies. [List the scheduled meetings with partners in Notes column and other activities in work plan.] <i>CLHO Minimum Standard 2.1</i>		
CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes
3 4	Maintain ability to inform citizens of actual and potential health threats. [Describe activities in Notes column and in work plan.] <i>CLHO Minimum Standard 2.1</i>		

Attachment #3: 2017-2020 Multi-year Training and Exercise Plan

Purpose

The purpose of the Multi-year Training and Exercise Plan (MYTEP) is to provide <<LPHA/Jurisdiction>> direction and goals for the next three years in a HSEEP compliant format. The training and exercise schedule is a living, dynamic document that is updated and refined annually.

The MYTEP provides a roadmap for <<LPHA/Jurisdiction>> to follow in accomplishing the priorities and capabilities described in the Center of Disease Control and Prevention (CDC) Public Health Preparedness Capabilities (PHEP). The priorities within <<LPHA/Jurisdiction>>'s MYTEP were last updated in <<DATE>> through a training and exercise planning workshop (TEPW) with local emergency response partners. The priorities identified were as follows: <<Give Capabilities in list below>>

- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>
- Capability #: <<Name of Capability>>

Next update of the <<LPHA/Jurisdiction>> MYTEP: <<DATE>>

Exercise and Training Point of Contact(s) (POCs):

Name: [REDACTED]
Title: [REDACTED]
E-mail: [REDACTED]
Phone: [REDACTED]

Program Priorities Identified:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

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2017											
January	February	March	April	May	June	July	August	September	October	November	December
Completed											

2018											
January	February	March	April	May	June	July	August	September	October	November	December

2019											
January	February	March	April	May	June	July	August	September	October	November	December

2020											
January	February	March	April	May	June	July	August	September	October	November	December

PHEP Capability Addressed in MYTEP:

**Multiple
Capabilities**

Capability #1: Community Preparedness

**Capability #2: Community
Recovery**

Capability #3: Emergency Operations Coordination

Capability #4: Emergency Public Information and Warning

Capability #5: Fatality Management

**Capability #6: Information
Sharing**

Capability #7: Mass Care

Capability #8: Medical Countermeasure Dispensing

**Capability #9: Medical Materiel Management and
Distribution**

Capability #10: Medical Surge

Capability #11: Non-Pharmaceutical Interventions

**Capability #12: Public Health Laboratory
Testing**

**Capability #13: Public Health Surveillance and Epi
Investigation**

Capability #14: Responder Safety and Health

Capability #15: Volunteer Management

ATTACHMENT 4 - TO PROGRAM ELEMENT #12**Recommended Plans for Public Health**

- Public Health and Medical Services that support the state Emergency Support Function (ESF) #8
 - Includes but not limited to:
 - Public Health actions during response and recovery phases
 - Medical Services/EMS actions during response and recovery phases
 - Behavioral/Mental Health actions during response and recovery phases
 - Is an appendix to the County Emergency Operations Plan (EOP)
 - Coordinated in conjunction with Emergency Management and partners
 - Is not an exclusively a public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.
- All-Hazards Base Plan
 - Functional Annexes as appropriate, including Hazard Specific Annexes, which may include but is not limited to:
 - Medical Countermeasure Dispensing and Distribution Plan
 - Emerging Infectious Diseases
 - Chemical Incidents
 - Influenza Pandemic
 - Climate Change
 - Weather / natural disasters - floods, earthquake, wildfire
 - Support Annexes, includes but not limited to:
 - Inventory Management Operations Guide
 - Continuity of Operations Plan (COOP)
 - Information and Communication Plan
 - Volunteer Management
 - Appendices, which can include but not limited to:
 - Public Health and Partner Contact Information
 - Recommended sectors include: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings <https://www.cdc.gov/phpr/capabilities/capability1.pdf>
 - Public Health Incident Command Structure
 - Legal Authority
 - Job Action Sheets

Sustaining Public Health Emergency Preparedness Program

- Maintain Multi-Year Training and Exercise Plan (MYTEP)
- Public Health agency participates or performs in two exercises per year
- Complete After Action Report/Improvement Plans (AAR/IP) sixty days after each exercise
- Apply identified improvement plan items to future exercises and work plans
- Coordinate with partners including Emergency Management, Tribal and Healthcare partners
- Attend Healthcare Preparedness Program (HPP)/Healthcare Coalition meetings
- Conduct 24/7/365 testing with Public Health personnel
- Test HAN on a regular basis
- Document meetings with partners including minutes and agendas
- Ensure availability of current Access and Functional Needs populations data is referenced in current plans

Resources**State:**

- Oregon Conference of Local Health Officials Minimum Standards
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>
- Public Health Emergency Preparedness Triennial Review
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>
- Health Security, Preparedness and Response <http://public.health.oregon.gov/Preparedness/Pages/index.aspx>
- Oregon ESSENCE
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/PreparednessSurveillanceEpidemiology/essence/Pages/index.aspx>
- Oregon Web Links <https://public.health.oregon.gov/Preparedness/Partners/HealthAlertNetwork/Pages/weblinks.aspx>
- Secure HAN Login www.HAN.Oregon.gov
- State Emergency Registry of Volunteers in Oregon (SERV-OR) <https://serv-or.org>
- Oregon Emergency Management (OEM) <http://www.oregon.gov/omd/oem/Pages/index.aspx>
- OEM OpsCenter <https://oregonem.com/sso/Login.aspx?ReturnUrl=%2fssso%2f>
- OEM Emergency Support Functions http://www.oregon.gov/OEM/Documents/ESF_State_Recovery_Functions.pdf

Federal:

- CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning
<http://www.cdc.gov/phpr/capabilities/>
- CDC Division of Strategic National Stockpile (DSNS) <http://www.cdc.gov/phpr/stockpile/stockpile.htm>
- CDC Office of Public Health Preparedness and Response <http://www.cdc.gov/about/organization/ophpr.htm>
- CDC Public Health Preparedness <http://emergency.cdc.gov/>
- FEMA National Preparedness Resource Library, including Emergency Support Functions
<http://www.fema.gov/national-preparedness-resource-library>
- FEMA Core Capabilities <https://www.fema.gov/core-capabilities>
- FEMA Comprehensive Preparedness Guides <https://www.fema.gov/plan>

Other:

- Association of State and Territorial Health Officials <http://www.astho.org/Programs/Preparedness/>
- Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>
- National Association of City and County Health Officials (NACCHO)
<http://www.naccho.org/topics/emergency/>
- Public Health Incident Command Structure <http://www.ualbanycphp.org/pinata/phics/>
- Public Health Preparedness <http://www.phe.gov/preparedness/Pages/default.aspx>
- Medical Reserve Corps (MRC) <https://mrc.hhs.gov/HomePage>

Program Element #13: Tobacco Prevention and Education Program (TPEP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including 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.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that 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. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.

- f. LPHA must 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 on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter 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.
4. **Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

**Attachment 1 to Program Element 13 (TPEP)
Budget**

Line Item Budget and Narrative Worksheet						
This a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$37,359. For 7/1/18-6/30/19 the estimated award is \$37,189.						
Please complete the following Line Item Budget for: OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19)						
Identify only funds requested under the OHA TPEP PE13 RFA.						
Please call your Community Programs Liaison with questions related to this form.						
Agency:	Morrow County Health Dept					
Fiscal Contact:	Sheree Smith					
E-mail address:	ssmith@co.morrow.or.us					
Phone Number:	541-676-5421	Fax Number:	541-676-5652			
Budget Categories	Description					Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary
	1	TPEP Coordinator	\$52,896	45.00%	24	47,606.40
	2					0.00
	3					0.00
	4					0.00
	TOTAL SALARY					\$47,606.40
	Narrative* :					
						\$47,606
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe
	1	47,606.40		68.88%	=	32,791.29
	2	0.00			=	0.00
	3	0.00			=	0.00
	4	0.00			=	0.00
	TOTAL FRINGE					\$32,791.29
						\$32,791
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0
	Narrative* :					
						\$0
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$300
						\$300
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.					
		In state		Out Of State		Subtotal
	Narrative* :					
	Per Diem:					\$0
	Hotel:	600				\$600
	Air fare:					\$0
	Reg. fees:					\$0
	Other:	Meals				\$400
	Mileage:	Miles: 1615	X	.535	per mile	\$864
						\$1,864
(6) Other	Please list.					
	Overhead Costs (Phone, Rent, Auto Maint, ect)					\$3,000
						\$0
						\$0
						\$0
						\$0
						\$3,000
	List all sub-contracts and all contractual costs, if applicable.					
	County General Funds to Offset total TPEP Program Costs					-\$13,881
						\$0
						(\$13,881)
(8) Total Direct Costs	(Sum of 1 through 7)					\$71,681
(9) Cost Allocation and Indirect Rate	Indirect @ (15.75%'d to all programs)	4.00%			\$2,867	\$2,867
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.					\$74,548

Program Element #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the RH Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>
3. **Procedural and Operational Requirements.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered 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, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

(3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.

Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)

(4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

Citation 42 CFR 59.15

- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).
 - c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules. **Citation OAR 855-043-0700 to 855-043-0750.**
 - d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)
 - e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual www.healthoregon.org/rhmanual** (Section A1)
 - f. **Data Collection.**
 - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - (2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 6 of this Agreement, LPHA shall submit to OHA the following written reports:
- a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
 - b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.
5. **Program Income.**
- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.
Citation 42 CFR 59.5(a)(7) and (8)

- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C
- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.

 - a.** LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects. .
 - b.** LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c.** In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d.** LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e.** LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f.** LPHA must assure that all requirements of this Program Element are met.

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

1. 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 Services Block Grant Program (Title V) to provide the following services:

- Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”);
- Oregon Mothers Care (OMC) Services;
- Maternity Case Management (MCM) Services; and
- Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded to LPHA for MCAH Services, in the Financial Assistance Award located at Exhibit C to the 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.

2. General Requirements.

- a. **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 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.
- b. **Administration.** 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 Agreement, 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)].
- c. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. **Fees.** Use of any fees collected for these services shall be dedicated to such services.
- e. **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 develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .

- f. MCAH Funds. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
- (1) **Title V Funds**. Title V Funds shall not be used as match for any federal funding source. Title V Funds must be used for services that support Federal or state-identified Title V MCAH priorities.
 - (a) MCAH/Title V Child and Adolescent Health Funds: A minimum of thirty percent (30%) of the total Title V funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - (b) MCAH/Title V Flexible Funds: The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - (c) School-Based Health Centers. MCAH/Title V Funds may also be used for School-Based Health Centers within limitations of Subsection 2.f.(1)(a) and (b) above.
 - (d) Babies First! and NFP MCAH/Title V Funds, 2.f.(1)(a) and (b) above, may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection 2.f.(1)(a) and (b) above,
 - (2) **MCAH/Perinatal Health State General Funds**. Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - (3) **MCAH/Child and Adolescent Health State General Funds**. Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
 - (4) **Babies First! and NFP State General Funds**. State General Funds for B1st! and NFP shall be limited to expenditures for those services. NFP services shall meet program fidelity.

3. **Services Supported by MCAH Funds** (required if Title V funds are accepted by the LPHA).

a. Definitions Specific to this Section.

- (1) **MCAH Services**. Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds**. Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in Section 2.f.(1) of this Program Element.

b. Procedural and Operational Requirements. All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. The Comprehensive MCAH Plan shall include a workplan for use of Title V funds

demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities for 2016 through 2020 (Oregon's Title V Priorities) and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at <https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx>. The Comprehensive MCAH Plan shall include:

- (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of Comprehensive MCAH Plan;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Comprehensive MCAH Plan activities and goals.
- (2) LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents. Services administered by OHA include, but may not be limited to the following:
- (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local Public Health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities
 - ii. National Title V Priorities 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 Life Course.
 - iii. Oregon's State Title V Measures
 - iv. Oregon's evidence-based/informed strategic measures
 - (b) Title V-funded work in the following areas must related to state-identified Title V Priorities:
 - i. Preconception health services such as preventive health and health risk reduction 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. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - ii. Perinatal health services such as Oregon MothersCare (OMC) Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.

- iii. Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
- iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

- (c) LPHA may provide other MCAH Services identified through the Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of Sections 1, and 2.f. of this Program Element, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

4. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

A progress report on the goals, activities and expenditures of the Comprehensive MCAH Plan must be submitted in conjunction with the LPHA Annual Progress Report, due each year by March 1.

- a. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
- b. LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- c. If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
- d. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

5. Oregon MothersCare (“OMC”) Services (not a required service).

- a. General Description. OMC Services are 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 provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.
- b. Procedural and Operational Requirements for 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 MothersCare Manual April, 2015, 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, maternity Case Management, 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 or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) LPHA must provide follow up services to clients and women referred to LPHA 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) LPHA must 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); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA shall 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” means having an annual household income which is 185% or less of the federal poverty level (“FPL”) for an individual or family.
 - (6) LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.
 - (7) LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
 - (8) LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
 - (9) Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose

6. Maternity Case Management (“MCM”) Services (not a required service)

- a. General Description. Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. Definitions Specific to MCM Services. Care Plan, Case Management, and Prenatal/Perinatal Care Provider have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.
- c. Procedural and Operational Requirements for MCM Services. For those clients not enrolled in a CCO, all MCM Services provided with funds under this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a contract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 2.f.(1) of this Program Element.
- d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:
 - (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1- June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
 - (2) Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
 - (3) All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

7. Babies First! and Nurse Family Partnership (B1st!/NFP) Services (required service if Babies First! State General Fund is accepted by the LPHA).

- a. General Description. The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, Case Management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.

- b. Procedural and Operational Requirements.** All B1st!/NFP 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) Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator
 - (2) Home Visits.**
 - (a)** B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN will establish and support a Care Plan and must, at a minimum, complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
 - i.** An assessment of the child's growth.
 - ii.** A developmental screening.
 - iii.** A hearing, vision and dental screening.
 - iv.** An assessment of perinatal depression and anxiety.
 - v.** An assessment of parent/child interactions.
 - vi.** An assessment of environmental learning opportunities and safety.
 - vii.** An assessment of the child's immunization status.
 - viii.** Referral for medical and other care when assessments indicate that care is needed.
 - (b)** Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement .)
 - (c)** B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.
 - (3) Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Targeted Case Management-eligible services are for fee-for-service eligible clients only. Services arranged through contract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.

- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st/NFP Services:
- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.
 - (2) Client data reports shall include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - (3) All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

Program Element #43: Public Health Practice (“PHP”) – Immunization Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with and subject to the restrictions and limitations set forth below, to provide Immunization Services in LPHA’s Service Area “Immunization Services”. All changes to this Program Element are effective upon receipt of grant award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

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 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 vulnerable populations with an emphasis on ensuring access and equity in service delivery.

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

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- c. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case-management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- f. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- g. **Delegate Addendum:** A document serving as a contract between a LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
- h. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- i. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- j. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- n. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled 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.
- o. **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.
- p. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- q. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- t. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- u. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual’s eligibility for state-supplied vaccine based on insurance coverage for immunization.
- w. **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 that have deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. Procedural and Operational Requirements:

- a. **Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VFC Provider. If LPHA contracts out for clinical services, LPHA must ensure that contractor maintains enrollment as an active VFC Provider.
- 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 will reconcile their inventory in ALERT IIS. Inventories will 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) LPHA will be billed quarterly by the OHA 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. **Delegate Agencies.**
 - (1) If LPHA has an agreement with other agencies for Immunization Services, LPHA will complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.
- f. **Vaccine Administration.**
 - (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that clinical immunization staff annually view the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual update. Both are available as a DVD or a web-on-demand from the CDC's website.,
 - (3) 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) Demonstrate the ability to override a VIS date in their EHR system;
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf> , or OHA’s office located at 800 NE Oregon St, Suite 370, Portland, OR 97232; and
- (h) Comply with Vaccine Billing Standards. See Appendix A to this Program Element.

g. Immunization Rates, Outreach and Education. OHA will provide annually to LPHA their AFIX rates and other population-based county rates. 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 raise immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.

h. Tracking and Recall.

- (1) LPHA must forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) 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.

i. Surveillance of Vaccine-Preventable Diseases. LPHA must conduct disease 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>

j. Adverse Events Following Immunizations.

- (1) LPHA must complete and electronically file a VAERS form if:
 - (a) 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>
 - (b) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
 - (c) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (d) 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; and
- (2) Email a copy of the VAERS report number to OHA as soon as possible after filing the VAERS report.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

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.

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:

- (1) 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;
- (2) 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%;
- (3) 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;
- (4) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA;
- (5) 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; and
- (6) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

l. 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 <http://1.usa.gov/OregonSchool>.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status 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 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 will 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.

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

- (1) 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.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

4. Performance Measures. LPHA will meet the following performance measures:

- a. If LPHA case manages 5 births or more to HBsAg-positive mothers annually, it will 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% it will increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA achieves 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; and
 - (4) 95% of Primary Review Summary follow-up reports (Sections E-H) are received from schools and children's facilities within 21 days of the annual exclusion day. LPHA will follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

5. Terms and Conditions Particular to LPHA's Performance of Immunization Services.

- a. 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: <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or in 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.
- b. LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

6. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports to OHA's Immunization Program:

- a. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 3.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 3.l(3) 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.

Appendix A

Billing Health Plans in Public Clinics Standards

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for Billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or vaccine eligibility code
 - 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 payer type (DMAP/CCOs, private insurance, etc.), patient age, and vaccine eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in vaccine eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses vaccine eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses vaccine eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a vaccine eligibility code of B or L

Program Element #44: School Based Health Centers (SBHC)**1. School-Based Health Center (“SBHC”) Services.**

- a. Description. The funds provided under this Agreement for this Program Element, SBHC Services shall 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.
- b. Definitions.
School-Based Health Center (“SBHC”) has the meaning given the term in ORS 413.225.
- c. Procedural and Operational Requirements.
- (1) All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which or accessible on the Internet at:
http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html
 The SBHC Standards for Certification, Version 4 includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
 - (2) LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets Certification Requirements as set forth in OAR 333-028-0220.
 - (3) LPHA shall 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.
- d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall assure that all SBHC’s in its county jurisdiction:
- (1) Submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and
 - (2) Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/data-requirements.aspx>
 - (3) Submit annual SBHC financial data via the Program’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).

- (4) Submit annual SBHC hours of operation and staffing via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- (5) Submit completed annual student satisfaction survey data no later than June 1st.
- (6) 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/>

2. SBHC Planning Grants (for specific LPHAs in 2017-2019)

- a. This section is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.
- b. An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC services in the LPHA county jurisdiction. The following terms and conditions apply if OHA selects LPHA to receive a SBHC Planning Grant:

(1) Phase I (October 1, 2017– June 30, 2018) Strategic Planning

- (a) LPHA shall 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 by Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (c) By July 1, 2018, the LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

(2) Phase II (July 1, 2018-June 30, 2019) Strategic Planning

- (a) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2019. Sites must become certified by June 30, 2019 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. SBHC Certification Standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

(b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning grantees. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

(3) Advance Phase (October 1, 2017 - June 30, 2018 or July 1, 2018 – June 30, 2019) Strategic Planning

(a) LPHA shall 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 by Spring 2018 or Spring 2019. SBHC Certification Standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

(b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the OHA SBHC Program and L P H A Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

(c) LPHA must become certified in by June 30, 2018 or June 30, 2019 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.

3. SBHC Mental Health Expansion Grants (July 1, 2017 – June 30, 2019)

a. This section is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Mental Health Expansion Grants.

b. Funds provided under this Agreement shall be used to support mental health capacity within the SBHC system by:

(1) 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

(2) Supporting mental health projects (as defined by grant proposal) within the SBHC system.

c. LPHA shall provide services that are culturally and linguistically appropriate to their target population.

d. LPHA shall track data related to mental health encounters as outlined in the SBHC Certification Standards. SBHC Certification Standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

e. LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.

f. LPHA shall participate in check-in meetings (via phone or email) at times mutually agreed to between the OHA SBHC Program and the LPHA and submit 3 mid-project reports and a final project report, due December 15, 2017, June 15, 2018, December 15, 2018, and June 15, 2019, respectively.

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

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Morrow County Health Department Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836	2) Issue Date May 1, 2017	This Action ORIGINAL FY2018	
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			3,207 (c)
PE 12 Public Health Emergency Preparedness			67,283 (b)
PE 13 Tobacco Prevention & Education			37,359
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			18,678 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			3,477 (d)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			5,409 (d,e)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			12,620 (d,e)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			1,853 (d)
PE 42 Babies First FAMILY HEALTH SERVICES			5,934
PE 42 MCH Title V -- Oregon MothersCare FAMILY HEALTH SERVICES			2,845
PE 43 Immunization Special Payments			8,517
PE 44 School Based Health Centers FAMILY HEALTH SERVICES			60,000
5) FOOTNOTES:			
a) \$18,678 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) \$67,283 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. c) \$3,207 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD. d) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). e) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17.			
6) 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

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
1) Grantee Name: Morrow County Health Department Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836	2) Issue Date May 1, 2017	This Action ORIGINAL FY2018	
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	0	0	227,182
5) FOOTNOTES: 			
6) 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
EMAIL TO: David.P.COLEMAN@state.or.us**

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE																
A.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL												
1.	Personal Services (Salaries and Benefits)															
2.	Services and Supplies															
3.	Capital Outlay															
4.	TOTAL EXPENDITURES (see Note 1)															
5.	Less Total Program Income (see Note 2)															
6.	TOTAL REIMBURSABLE EXPENDITURES															
<p>WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: right;">Client Services</td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> <td style="width: 30%; text-align: right;">Nutrition</td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: right;">Breastfeeding Promotion</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="text-align: right;">Education</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">General Administration</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>					Client Services		Nutrition		Breastfeeding Promotion		Education				General Administration	
Client Services		Nutrition														
Breastfeeding Promotion		Education														
		General Administration														
YEAR TO DATE																
B.	PROGRAM INCOME/REVENUE															
1.	Revenue from Fees															
2.	Donations															
3.	3rd Party Insurance															
4.	Other Program Income															
5.	TOTAL PROGRAM INCOME															
6.	Other Local Funds (identify)															
	6a.															
	6b.															
7.	Medicaid/OHP/CCare															
8.	Volunteer and In-Kind (estimated value)															
9.	Other (Specify)															
10.	Other (Specify)															
11.	TOTAL REVENUE															
C. CERTIFICATE																
<p>I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.</p>																
PREPARED BY _____		PHONE _____	AUTHORIZED AGENT _____	DATE _____												

Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program Income on Section A. Line 5.

Note 2: 45 CFR 92.25(b). Income directly generated by grant supported activity (Section B. Line 5.).

Form Number 23-152

Revised April 2015

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report

FORM NUMBER: 23-152

WHO MUST COMPLETE THE 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: Email to: *David.P.COLEMAN@state.or.us*

WHEN TO SUBMIT: Reports for grants are due **25 days** following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and **50 days** after the 12-month period (8/25) in each fiscal year. **Any** expenditure reports due and not received by the 25th will delay payments for **all** grant programs until reports for **all** programs have been received from the payee for the reporting period.

INSTRUCTIONS FOR COMPLETION: Report expenditures of Non-OHA/PHD (Oregon Health Authority/Public Health Division) funds in addition to those 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.

A. YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.

B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

- **Non-OHD/PHD Expenditures** are all program expenditures **not** reimbursed by Public Health Division.
- **PHD Expenditures** are reimbursable expenditures **less** program income.

WIC grantees must break down PHD cumulative expenditures into the 4 categories listed on the form. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.

Line 1. Personal Services: Report total salaries that apply to the program. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period **except** the final period.

Exact yearly cost must be reported.

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: Report all services and supplies expenditures for the program.

Line 3. Capital Outlay: 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 92.32 and Part 74.34. **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).**

B. REVENUES

Enter revenues that support program on appropriate lines. Identify sources of *Other Local Funds* on lines 6 through 6b.

Line 7. Medicaid/OHP/CCare: Medicaid includes CCare, OHP and other Medicaid programs.

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:

- 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.

REIMBURSEMENT FROM THE STATE: Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when Public Health Division makes reimbursement.

From Number: 23-152

Revised April 2015

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

- a. The Financial Assistance Award consists of the following Items and Columns: **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 “Previous Award”** 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 "Grant Award"** 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 letter references appearing in the "Footnotes" section and on the appropriate line of the "Grant Award" 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 "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 particular 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 Responsibilities.** 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. 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 Compliance.** The health care component of OHA described in OAR 943-014-0015(1) 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 as applicable. LPHA's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit F, "Limitation of Liabilities".

- a. **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.
- b. **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.

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) At the request of LPHA, 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 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.

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 or Misexpenditure.** If OHA believes there has been an Underexpenditure (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" 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.

- (a) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure 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 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 that the amount of the Underexpenditure 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. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. 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 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 pursuant to "Appeal Process" above), OHA may recover the Underexpenditure 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 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, 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, 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.

(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 has to 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 13.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 or not 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 13.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 and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures 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. Provider Contracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, 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 "Provider") through a contract (a "Provider Contract"). Subject to "Provider Monitoring" below, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract 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 Provider Contract 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 Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

- 4. Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider 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 Provider.
- 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, any and 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, any and 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 Provider Contracts 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, no later than the 25 calendar days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 calendar days following the end of the fourth quarter (or 12 month period) the following reports:
- a. 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, (other than reports for PE 41 "Family Planning") must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report for All Programs Except Family Planning."
 - b. Expenditure reports for PE 41, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority Public Health Division Expenditure and Revenue Report for Family Planning Only", if LPHA expended financial assistance disbursed hereunder for PE 41 during the quarter.

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. 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 Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider 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 actually disbursed by OHA under this Agreement or with respect to Program Element services actually 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 Assistant Administrator 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 unit. 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
 - (6) Software
 - b. For any Equipment authorized by OHA for purchase 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) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment

- c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. 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 any and 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 Provider for that Provider'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 Provider, 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. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote 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.

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; 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 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 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 Provider 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 Provider Contracts terms and conditions necessary to require that Providers 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 particular 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 particular 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 Provider 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 Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular 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 Providers 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 actually disbursed by OHA under this Agreement, or with respect to Program Element services actually 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. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OF ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

11. Insurance. LPHA shall require Providers, which are not units of local government, to maintain insurance as set forth in Exhibit I, “Provider Insurance Requirements”, which is attached hereto.

12. 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, 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 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.
13. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Provider(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its Providers(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all Provider(s) to which such access has been granted to comply with 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.
14. **Force Majeure.** Neither OHA nor LPHA 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 OHA or LPHA, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA 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.
15. **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.
16. **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.

17. **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.
18. **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 particular term or provision held to be invalid.
19. **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 actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Morrow County, Health Department
Sheree Smith
PO Box 799, 110 N Court Street
Heppner, Oregon 97836
Telephone: (541) 676-5421 Facsimile: (541) 676-5652
Email: ssmith@co.morrow.or.us

20. **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.
21. **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.
22. **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.

- 23. 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.
- 24. 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.

- 25. 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 any and 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 Providers 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 Providers 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 Providers 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 law governing operation of Community Mental Health Programs, including without limitation, 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 Providers 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 Providers 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 Providers to include in all contracts with Providers receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Providers 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 Providers 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 Providers 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 Providers 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 within 30 calendar days of completion. 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 Provider 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. Providers 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 Providers 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 Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers 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 Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or

LPHA's employee, officer, agent or Provider'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, Providers 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 whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

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.** Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available in Exhibit J.

EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider 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. Provider may not expend on the delivery of _____ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. Provider may expend funds paid to Provider 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 Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider 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, Provider shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider 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 Provider under this Contract for employee compensation. Provider 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.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider 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. Provider 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 Contract requires Provider to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority imposes security requirements, and Oregon Health Authority or LPHA grants Providers access to such Oregon Health Authority Information Assets or Network and Information Systems, Provider shall comply and require its staff to which such access has been granted to comply with 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 services, Provider shall:

- a. Make available to a Client, without charge to the Client, upon the Client’s, the County’s or the Oregon Health Authority’s request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority’s written policies made available to Provider.
- b. Make available to a Client, without charge to the Client, upon the Client’s, County’s or the Oregon Health Authority’s request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client’s, County’s or the Oregon Health Authority’s request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client’s, LPHA’s or the Oregon Health Authority’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 Provider Contracts 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.

4. **Compliance with Law.** Provider 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, Provider 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 Provider, 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, Provider 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 Provider employs fifteen (15) or more employees to deliver the services under this Contract, Provider 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.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider 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 Provider employee manual that describes the Provider 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 Provider is a State of Oregon governmental agency, Provider 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, Providers 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 Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.
- 8. Required Provider Insurance Language.**
- a. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Provider(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 (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.
- 9. Subcontracts.** Provider shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Providers(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 Providers perform under contracts between LPHA and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. 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 Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Provider to work under a Provider Contract when the LPHA is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the LPHA directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider 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 Provider Contract, 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:

Provider Contract 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:

Provider Contract 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:

Provider Contract 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 Provider's activities to be performed under the Provider Contract. 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 Provider 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 Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and LPHA 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider 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 Provider may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider 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 Provider 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 Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. 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

PE 12: Public Health Emergency Preparedness Program			
Federal Award Identification Number(FAIN):		TBD	
Federal Award Date:		TBD	
Performance Period:		07/01/17-06/30/18	
Federal Awarding Agency:		CDC	
CFDA Number:		93.069	
CFDA Name:		TBD	
Total Federal Award:		TBD	
Project Description:		Public Health Emergency Preparedness	
Awarding Official:		CDC	
Indirect Cost Rate:		17.45%	
Research And Development(Y/N):		N	
Agency/Contractors Name	DUNS	Award Amount	Total
MORROW	010741189	\$ 67,283	\$ 67,283

PE 13: HPCDP TPEP & SPArC			
Federal Award Identification Number(FAIN):		DP15-1509	N/A
Federal Award Date:		TBD	N/A
Performance Period:		3/29/17-3/28/18	7/1/17-6/30/19
Federal Awarding Agency:		CDC	N/A
CFDA Number:		93.305	N/A
CFDA Name:		National State Based Tobacco Programs	N/A
Total Federal Award:		TBD	N/A
Project Description:		Tobacco CDC	Tobacco Prevention and Education Program (TPEP)/ Non-Competitive
Awarding Official:		TBD	TBD
Indirect Cost Rate:		17.45%	17.45%
Research And Development(Y/N):		N	N
Funding Period		7/1/17-3/28/18	7/1/17-6/30/18
Index/Pca		Index 50341 PCA 52620	Index 50341 PCA 52269
Agency/Contractors Name	DUNS	Award Amount	Total AY 17-19 Award
MORROW	010741189	\$ 85	\$ 37,359

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE 41 Reproductive Health - FY18 (July 17 - June 18)		
Federal Award Identification Number(FAIN):		5 FPHPA106038
Federal Award Date:		N/A
Performance Period:		07/01/17-06/30/2018
Federal Awarding Agency:		DHHS/PHS/PA
CFDA Number:		93.217
CFDA Name:		Family Planning Services
Total Federal Award:		TBD
Project Description:		Oregon Reproductive Health Program
Awarding Official:		Robin Fuller, robin.fuller@hhs.gov
Indirect Cost Rate:		17.45%
Research And Development(Y/N):		N
Index/PCA		TBD
Agency/Contractors Name	DUNS	Initial Award
MORROW	010741189	\$18,678.00

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - CAH GF & Title XIX				
Federal Award Identification Number(FAIN):		General Fund (GF)	05-0305OR5048	
Federal Award Date:			10/1/2017	
Performance Period:			10/1/16-9/30/17	
Federal Awarding Agency:			Title XIX Medicaid Admin	
CFDA Number:			93.778	
CFDA Name:			Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):			N	
Index/Pca		CAH GF	CAH GF(FF Match)	CAH GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 1,739	\$ 1,739	\$ 3,477

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V CAH				
Federal Award Identification Number(FAIN):		6B04MC30636	TBD	
Federal Award Date:		1/5/2017	TBD	
Performance Period:		10/01/2016-09/30/20	10/01/17-9/30/19	
Federal Awarding Agency:		DHS/HRSA	DHS/HRSA	
CFDA Number:		93.994	93.994	
CFDA Name:		MCH Block Grant	MCH Block Grant	
Total Federal Award:		\$3,113,086	TBD	
Project Description:		Maternal and Child Health Services	Maternal and Child Health Services	
Awarding Official:		Mary Worrell mworrell@hrsa.gov	TBD	
Indirect Cost Rate:		10%	10%	
Research And Development(Y/N):		N	N	
Index/Pca		Title V CAH	Title V CAH	Title V CAH
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 1,352	\$ 4,057	\$ 5,409

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V Flexible				
Federal Award Identification Number(FAIN):	6B04MC30636	TBD		
Federal Award Date:	1/5/2017	TBD		
Performance Period:	10/01/2016-09/30/2018	10/01/17-9/30/19		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$3,113,086	TBD		
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services		
Awarding Official:	Mary Worrell mworrell@hrsa.gov	TBD		
Indirect Cost Rate:	10%	10%		
Research And Development(Y/N):	N	N		
	Index/Pca	Title V Flex	Title V Flex	Title V Flex
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 3,155	\$ 9,465	\$ 12,620

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Perinatal GF & Title XIX				
Federal Award Identification Number(FAIN):	General Fund (GF)	05-0305OR5048		
Federal Award Date:		10/1/2017		
Performance Period:		10/1/16-9/30/17		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance Program		
Total Federal Award:				
Project Description:		Medicaid Administration		
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):		N		
	Index/Pca	Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 927	\$ 927	\$ 1,853

PE 42 MCH Oregon Mother's Care Title V - SFY18 (July 2017 - June 2018)				
Federal Award Identification Number(FAIN):	6B04MC30636	TBD		
Federal Award Date:	1/5/2017	TBD		
Performance Period:	10/01/2016-09/30/2018	10/01/17-9/30/19		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$3,113,086	TBD		
Project Description:	Maternal and Child Health	Maternal and Child Health		
Awarding Official:	Mary Worrell	TBD		
Indirect Cost Rate:	10%	10%		
	Index/Pca	Title V OMC	Title V OMC	Title V OMC
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
MORROW	010741189	\$ 711	\$ 2,134	\$ 2,845

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE 43 Immunization Special Payments SF (From July 1, 2017 through June 30, 2018) Immunization GF & Title XIX				
Federal Award Identification Number(FAIN):		05-0305OR5048		
Federal Award Date:		7/1/2017		
Performance Period:		7/1/2017 - 6/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance Program		
Total Federal Award:				
Project Description		Medicaid Administration		
Awarding Official:				
Indirect Cost Allocation Rate:				
GF/FF	Research And Development(Y/N):		N	
County	DUNS	Immunization GF	Immunization (FF Match)	TOTAL FY18 Immunization County Award PCA: will be provided later
Fundcode				
Morrow	010741189	4,258	4,258	8,517

Gilliam Bisbee Building

The Beth and Howard Bryant Foundation would like to join with the County in creating a community event center in the Gilliam Bisbee Building. The Foundation is asking the County to transfer ownership of the building to a Heppner based nonprofit organization (to be named). We would request that the County bring the building to code for fire safety; based on information given to us by the County Building Inspector Brett Cook. This is estimated to cost approximately \$200,000.

We would like this transfer to occur after the first of January 2018. Or after Community Counseling moves out, whichever is last.

After this transfer, The Foundation will proceed with an exterior update that will bring the building back to its historical appearance. We would then begin a renovation/remodel the lower floor and create a large meeting area. This area would include a nearly 5,000 square foot dividable open area, a kitchen, storage and ADA restrooms. This part of the project is anticipated to be completed before the year end 2018.

With a commitment from the County I could begin the planning process; Hiring of an architect and putting together a bid packet. Thank you for your attention to this.

June 21, 2017

Oregon Community Foundation
1221 S.W. Yamhill St., Suite 100
Portland, OR 97205

Re: Grant Request from Willow Creek Park District

To Whom it May Concern,

The Morrow County Board of Commissioners supports the proposed multi-use park in Heppner, Oregon. This facility will be a great addition to the Heppner community and will promote physical activity while offering diverse options to users. The multi-use playing fields, circuit training equipment, mixed-use sports court, and the addition of restrooms and picnic areas will provide community members and visitors a venue where they can spend quality time as families or to meet and hold classes or other special events.

The Morrow County Board of Commissioners encourages you to award a grant for this project.

Sincerely,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner

Until a change is requested all tax statements should be sent to the following address:
Willow Creek Park District
PO Box 582
Heppner, OR 97836

After Recording Please Return to:
MID-COLUMBIA TITLE COMPANY
P.O. BOX 290
BOARDMAN, OR 97818

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS THAT, MORROW COUNTY, a political subdivision of the State of Oregon, *Grantor, do hereby grant, bargain, sell and convey unto* WILLOW CREEK PARK DISTRICT, a political subdivision of the State of Oregon, *Grantee, the following described tract of land in the County of Morrow, and State of Oregon, more particularly described as follows:*

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO---

TO HAVE AND TO HOLD the granted premises unto said Grantee, its heirs and assigns forever.

THE TRUE AND ACTUAL CONSIDERATION IS: \$ 0.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: _____

MORROW COUNTY

By: _____
Melissa Lindsay

By: _____
Don Russell

By: _____
Jim Doherty

**STATE OF OREGON
COUNTY OF MORROW**

This instrument was acknowledged before me this ____ day of April 2017 by _____, _____ and _____ as _____, _____ and _____, respectively, of Morrow County.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A

PROPOSED PROPERTY LINE ADJUSTMENT

LEGAL DESCRIPTION

A tract of land situated in the SE1/4 of Section 27, T.2S., R.26E., W.M., in the City of Heppner,

Morrow County, Oregon, being more particularly described as follows:

Beginning at an iron pin on the northeasterly right of way of Riverside Avenue, said pin

being 703.81 ft. south and 1168.60 ft. west of the East 1/4 Corner of said Section 27;

Thence N37°49'53"E, 29.51 ft. to an iron pin;

Thence N65°34'28"E, 76.77 ft. to an iron pin;

Thence S49°25'51"E, 179.49 ft. to an iron pin;

Thence N40°34'09"E, 75.00 ft. to an iron pin;

Thence S49°25'51"E, 25.00 ft.;

Thence S40°34'09"W, 146.93 ft. to the said northeasterly right of way of Riverside Avenue;

Thence N52°09'55"W along the said northeasterly right of way, 236.55 ft. to the Point of

Beginning.

The above described tract containing 0.44 Acres.

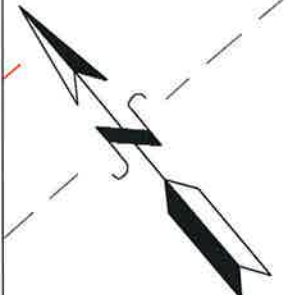
As shown on the attached "PRELIMINARY SKETCH for a Proposed Property Line Adjustment" by Kenneth H. Delano Jr., Staff Surveyor, Ferguson Surveying & Engineering, dated May 26, 2017

Ferguson Surveying /



Engineering

P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



Scale 1"=30'

PRELIMINARY SKETCH (2)
for a Proposed Property Line Adjustment
Located in the SE 1/4 of Section 27,
T.2S., R.26E., W.M., in the City of
Heppner, Morrow County, Oregon.
By: Kenneth H. Delano Jr., PLS
May 8, 2017

BIRCH ST. - VACATED

(Basketball Court)

Proposed New
Bathroom/Storage

WILLOW CREEK
PARK DISTRICT

LEGEND

- Record Survey Monument
- - - Previously Adjusted Boundary
- Record Property Line
- - - Record Property Line to be Adjusted
- Proposed Adjusted Property Line

S49°25'51"E
25.00

S40°34'09"W, 75.00

S40°34'09"W

146.93

MORROW COUNTY

S49°25'51"E
179.49

N65°34'28"E
76.77

**AREA OF PROPOSED PROPERTY
LINE ADJUSTMENT: 0.44 Acres**

N37°49'53"E, 29.51

N52°09'55"W
236.55

POINT OF BEGINNING BEING
703.81 FT. SOUTH AND
1168.60 FT. WEST OF THE
EAST 1/4 CORNER OF SECTION 27

RIVERSIDE AVE.
(Variable Width)



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

Item #
6a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Carla McLane and Stephanie Loving
Department: Planning
Person Attending BOC Meeting (REQUIRED): Carla McLane and Stephanie Loving
Short Title of Agenda Item: Morrow County Zoning Ordinance Article 2 Update

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: 15 minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Carla McLane 6/19/17 Department Head Required for all BOC meetings
JS/RL 6-19-17 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM: Morrow County Zoning Ordinance (MCZO) Article 2 Update Public Hearing

2. ISSUES, BACKGROUND, AND DISCUSSION: This Public Hearing is to consider the Planning Commission recommendation to adopt an update to Article 2 of the Morrow County Zoning Ordinance relating to Zone Designations. This update removes use zones no longer in use and adds new zones that have been added to the Zoning Ordinance over the past several years.

3. OPTIONS: Once the public hearing is concluded the Board can adopt the material as presented, amend the material for adoption, or deny the request.

4. FISCAL IMPACT: N/A

5. STAFF RECOMMENDATIONS: To adopt the recommended MCZO Article 2.
Should the recommended motion be made Planning staff would work to have adoption documents available for a first reading on June 28, and a second reading and adoption on July 5, with an effective date of October 3, 2017.

6. SUGGESTED ACTION(S) / MOTION(S): The following motion would achieve adoption.

“I move to approve the proposed Morrow County Zoning Ordinance Article 2 and authorize Planning staff to prepare the necessary adoption documents.”

• Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department -- For distribution |
| <input type="checkbox"/> Other _____ | |



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

MEMORANDUM

To: Board of Commissioners and Interested Parties
From: Stephanie Loving, Planner I
Date: June 7, 2017
RE: Morrow County Zoning Ordinance Article 2 Update

This memorandum is in reference to the scheduled Morrow County Board of Commissioners Public Hearing on June 21, 2017, at 9:00 a.m. at the Port of Morrow Riverfront Center in Boardman, Oregon. The purpose of the Public Hearing is to update Article 2 of the Morrow County Zoning Ordinance (MCZO) relating to Establishment of Zones and more particularly the Zone Designations. This update is removing use zones no longer in use and adding new use zones added to the Zoning Ordinance over the past several years.

Enclosed with this memorandum are the Planning Commission Final Findings of Fact with the redlined Article 2 attached. The Planning Commission public hearing was held on May 30, 2017, at the Bartholomew Building in Heppner, Oregon. The Planning Commission reviewed the proposed Article 2 and made a minor change to identify the Use Zones that do not have an abbreviation with "(none)" and recommended adoption to the Board of Commissioners.

The Planning Commission Final Findings of Fact outline the applicable criteria and Planning staff's response to each. This was reviewed by the Planning Commission and is being forwarded with a recommendation to adopt.

Planning staff are available to answer any questions you may have and I can be reached at 541-922-4624 or by email at sloving@co.morrow.or.us.

 *Stephanie*

**Planning Commission Final Findings of Fact
Zoning Ordinance Update
Article 2
AZ-112-17**

REQUEST: To amend Article 2 Establishment of Zones of the Morrow County Zoning Ordinance to include zoning designations that have been previously created and/or amended.

APPLICANT: Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844

LOCATION: Morrow County

I SUMMARY OF APPLICATION AND PROCESS:

Over the past few years there have been several changes to the Identified Zone Designations and this change in Article 2 will bring current Section 2.010 to reflect the changes within the Ordinance.

II SUMMARY OF APPLICABLE CRITERIA

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

- A. **The local conditions have changed and would warrant a change in the zoning of the subject property(ies).**
No changes in zoning are proposed. This update to Article 2 will update Section 2.010 to include 4 new zones established in 2014 and 2016 as well as the change of designation title for another zone affected by previous decisions.
- B. **The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.**
 - 1. **Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
 - a. **Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
 - b. **Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**

- c. **Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

No land use designations are changing and this amendment will not directly affect any transportation system. Planning staff would find these criteria not applicable to this action.

- 2. **A plan or land use regulation amendment significantly affects a transportation facility if it:**
 - a. **Changes the functional classification of an existing or planned transportation facility;**
 - b. **Changes standards implementing a functional classification;**
 - c. **Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
 - d. **Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

See above analysis.

- C. **That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

Planning staff would find that the proposed changes are not in conflict with this criterion.

- D. **The request addresses issues concerned with public health and welfare, if any.**

Planning staff have not identified any concerns with public health or welfare.

- III **DLCD 35 DAY NOTICE:** April 25, 2017
- IV **PROPERTY OWNER NOTICE:** Not applicable.
- V **LEGAL NOTICE:** Heppner Gazette Times and East-Oregonian
May 10, 2017
- VI **AGENCIES NOTIFIED:** Tabatha Hoge and Scott Edelman, Department of Land Conservation and Development; Mike Gorman, Morrow County Assessor's Office; Justin Nelson, Morrow County Counsel.
- VII **HEARING DATES:**
Planning Commission
May 30, 2017
Bartholomew Building
Heppner, Oregon

Board of Commissioners
June 21, 2017
Riverfront Center
Boardman, Oregon

IX RECOMMENDATION: The Planning Department recommends that the Planning Commission recommend to the Morrow County Board of Commissioners adoption of the amended Article 2. See attached.



Jeff Wenholz, Chair



Date

Attachments:
Morrow County Zoning Ordinance Article 2 (red line version)

ARTICLE 2. ESTABLISHMENT OF ZONES

SECTION 2.010. IDENTIFIED ZONE DESIGNATIONS. For the purpose of this ordinance, the following zones are hereby identified.

Zone Designation	Abbreviated Designation	Code Section	Effective Date
Exclusive Farm Use Zone	EFU	3.010	08-01-2016
Resource Related Industrial Zone	RRI	3.015	10-01-2013
Forest Use Zone	FU	3.020	08-01-2016
Rural Service Center Zone	RSC	3.030	01-01-2011
Umatilla Depot Wildlife Habitat Zone	UDWH	3.035	11-01-2014
Rural Residential Zone	RR	3.040	09-28-2005
Farm Residential Zone	FR	3.041	09-28-2005
Small Farm-40 Zone	SF	3.042	08-01-2016
Suburban Residential Zone	SR	3.050	03-06-1985
Suburban Residential 2A Zone	SR-2A	3.051	10-28-2006
General Commercial Zone	C-G	3.060	04-30-2015
Tourist Commercial Zone	TC	3.061	03-15-2006
General Industrial Zone	M-G	3.070	01-01-2011
Air/Industrial Park Zone	AI	3.071	03-06-1985
Space Age Industrial Zone	SAI	3.072	10-01-2013
Port Industrial Zone	PI	3.073	02-01-2014
Umatilla Army Depot Transition Zone	UADTZ	3.074	
Umatilla Army Depot Military Zone	UADM	3.074	11-01-2014
Rural Light Industrial Zone	RLI	3.075	03-15-2006
Airport Light Industrial Zone	ALI	3.076	06-17-2016
Airport Approach Zone	A-A	3.090	06-17-2016
Airport Hazard Zone	A-H	3.091	06-17-2016
Airport Safety and Compatibility Overlay Zone	ASC	3.092	06-17-2016
Flood Plain Hazard Overlay Zone	FP	3.100	01-01-2011
Limited Use Overlay Zone	LU	3.110	03-06-1985
UMCD PI Limited Use Overlay Zone	(none)	3.120	11-01-2014
Speedway Limited Use Overlay Zone	SO	3.130	01-23-2008
Parkland Overlay Zone	PO	3.150	04-01-2011
Significant Resource Overlay Zone	SRO	3.200	10-01-2013
Historic Buildings and Sites	(none)	3.300	03-06-1985

SECTION 2.020. LOCATION OF ZONES. The boundaries for the zone listed in this ordinance are indicated on the Morrow County Zoning Map which is hereby adopted by ordinance. The boundaries shall be modified in accordance with zoning map amendments which shall be adopted by ordinance.

SECTION 2.030. ZONING MAP. A zoning map or zoning map amendment adopted by Section 2.020 of this ordinance or by an amendment thereto shall be prepared by authority of the Planning Commission or by a modification by the County Court of a map amendment so prepared. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained in the office of the County Clerk as long as this ordinance remains in effect.

SECTION 2.040. ZONE BOUNDARIES. Unless otherwise specified, zone boundaries are section lines, subdivision lines, lot lines, center lines of street or railroad right-of-ways, water courses, ridges or rimrocks, or such lines extended. Whenever uncertainty exists as to the boundary of a zone as shown on the Zoning Map or amendment thereto, the following regulations shall control:

- A. Where a boundary line is indicated as following a street, alley, canal, or railroad right-of-way, it shall be construed as following the centerline of such right-of-way.
- B. Where a boundary line follows or approximately coincides with a section line or division thereof, lot or property ownership line, it shall be construed as following such line.
- C. If a zone boundary, as shown on the Zoning Map, divides a lot or parcel between two zones, the entire lot or parcel shall be deemed to be in the zone in which the greater area of the lot or parcel lies, provided that this adjustment involves a distance not exceeding 100 feet from the mapped zone boundary.



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

Item # 6b

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Carla McLane
 Department: Planning
 Person Attending: Carla McLane
 Short Title of Agenda Item: Farm and Forest Use Model Code Update Public Hearing

Phone Number (Ext): 541-922-4624 or 5505
 Requested Agenda Date: June 21, 2017

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

<input type="checkbox"/> N/A	For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By: Carla McLane 6/19/17 Department Head Required for all BOC meetings
DATE

Jb / AS 6-19-17 Admin. Officer/BOC Office Required for all BOC meetings
DATE

_____ County Counsel Required for all legal documents
DATE

_____ Finance Office Required for all contracts; Other
DATE items as appropriate.

_____ Human Resources If appropriate
DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. **TITLE OF AGENDA ITEM:** Farm and Forest Use Model Code Update Public Hearing
2. **ISSUES, BACKGROUND, AND DISCUSSION:** Some four years ago the Planning Department engaged in discussions with other counties and the Department of Land Conservation and Development (DLCD) about needed updates to Farm and Forest Use provisions throughout Oregon. From that was born the Farm and Forest Use Model Code, which during this current biennium Morrow County agreed to use to amend and update our Zoning Ordinance. The proposed amendments before you are the final outcome of a long process that is benefiting counties throughout Oregon. For more information please see the informational memorandum provided with the Board of Commissioners Packet and attached here. The Board packet is also available, as well as previous Planning Commission packets, on the County website here:
<http://www.co.morrow.or.us/planning/page/farm-forest-use-model-code-update-boc-june-21-2017-hearings>
3. **OPTIONS:** Once the public hearing is concluded the Board can adopt the material as presented, amend the material for adoption, or deny the request. It is coming to the Board with a 'do adopt' recommendation from the Planning Commission.
4. **FISCAL IMPACT:** There has been a cost to the County accomplishing this review and adoption. There is not any anticipated fiscal impact going forward once this process is completed.
5. **STAFF RECOMMENDATIONS:** Planning staff recommend adoption of the packet as forwarded by the Planning Commission. It is anticipated that the 1st reading of the adopting ordinance would take place on June 28th with the 2nd reading and adoption on July 5th. The Planning Commission did forward with a recommendation to include an emergency clause as there are anticipated developments based on the proposed amendments.
6. **SUGGESTED ACTION(S) / MOTION(S):** The following motion would achieve approval and move the process towards adoption.

"I MOVE TO APPROVE THE PROPOSED AMENDMENTS TO THE MORROW COUNTY ZONING ORDINANCE AND ZONING MAP. SPECIFICALLY I MOVE APPROVAL TO ADOPT THE FOLLOWING ARTICLES OR SECTIONS OF THE MORROW COUNTY ZONING ORDINANCE: ARTICLE 1 INTRODUCTORY PROVISIONS; ARTICLE 3 USE ZONES SECTION 3.010 EXCLUSIVE FARM USE AND SECTION 3.020 FOREST USE; ARTICLE 6 CONDITIONAL USES; AND ARTICLE 7 DIMENSIONAL ADJUSTMENTS, VARIANCES, SPECIAL OR TEMPORARY PERMITS AND NON-CONFORMING USES. THIS MOTION ALSO AUTHORIZES THE REMOVAL OF ARTICLE 3 USE ZONES SECTION 3.042 SMALL FARM AND AMENDING THE ZONING MAP, REZONING THE AREAS CURRENTLY ZONED SMALL FARM TO EXCLUSIVE FARM USE. IT IS ALSO MOVED TO INCLUDE AN EMERGENCY CLAUSE WITHIN THE ADOPTING ORDINANCE MAKING THE ADOPTION EFFECTIVE AT THE CONCLUSION OF THE APPEAL PERIOD, OR 21 DAYS AFTER THE NOTICE OF DECISION IS MAILED TO AFFECTED PARTIES."

- See attached portions of the Board packet mailed June 7, 2017.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

MEMORANDUM

To: County Court and Interested Parties
From: Carla McLane, Planning Director
Date: June 5, 2017
RE: Farm and Forest Use Model Code Update

This memorandum is in reference to the scheduled Morrow County Board of Commissioners Public Hearing on June 21, 2017, at 9:00 a.m. at the Port of Morrow Riverfront Center in Boardman, Oregon. The purpose of the Public Hearing is to update certain portions of the Morrow County Zoning Ordinance (MCZO) related to farm and forest resource zones, bringing them into compliance with Oregon Revised Statute (ORS) and Oregon Administrative Rule (OAR). This update will also allow the addition of ancillary uses related to agritourism and guest ranches in accordance with recently adopted policies of the Economic Element of the Comprehensive Plan. More specifically the Exclusive Farm Use (EFU) and Forest Use (FU) Zones of the Zoning Ordinance are proposed for amendment reflecting ORS, OAR and other discretionary requirements. A map amendment is also being proposed to rezone the Small Farm (SF-40) use zone to EFU to better represent the uses allowed. This amendment affects all areas of Morrow County currently zoned EFU, Small Farm and FU.

Enclosed with this memorandum are the Planning Commission Final Findings of Fact with two emails attached. One is from the Farm and Forest Specialist at the Department of Land Conservation and Development (DLCD) identifying two minor text errors; the second from Ruggs Ranch is comment in favor of the amendments. Other documents are attached as follows:

- Reference sheet identifying and tracking the changes within the EFU and FU zones of Article 3. It identifies those uses that are new to the MCZO and those that were previously available.
- The two vicinity maps identifying the locations of the changes, with the second map identifying the location of the map change - Small Farm proposed to being changed to EFU.
- Article 1 Introductory Provisions with a focus on Section 1.030 Definitions shown as track changes.
- Article 3 Use Zones Section 3.010 Exclusive Farm Use provided as all new text.
- Article 3 Use Zones Section 3.020 Forest Use provided as all new text.
- Article 6 Conditional Uses with certain uses having additional or changed standards for review shown as track changes.
- Article 7 Dimensional Adjustments, Variances, Special or Temporary Use Permits, and Non-Conforming Uses with a focus on Section 7.030 Special Uses - Medical Hardship shown as track changes.

The Planning Commission public hearing was held on May 30, 2017, at the Bartholomew Building in Heppner, Oregon. This Planning Commission public hearing was the conclusion of several work sessions which focused on the purpose statements for the subject use zones, definitions incorporating new and amended definitions with a focus on farm and forest uses and practices, determining that the area currently zoned or identified as SF would be better served to be zoned EFU reflecting the standards in place, retaining the Resource Related Industrial

Use Zone as is and not pursuing changes at this time, and generally reviewing the DLCD Model Code provisions and discussing how they would best serve Morrow County. After a number of work sessions the action was set for Public Hearing on May 30.

During the Public Hearing Planning staff shared with the Planning Commission and those in attendance two emails, discussed above and attached to the Final Findings of Fact. After the staff report was given public testimony was opened with David Sykes, representing the Willow Creek Valley Economic Development Group, testifying in favor of the proposal and the economic opportunities it would offer. Planning staff then suggested that those in the audience be allowed to ask questions without them being identified as either in favor or in opposition. The following summarizes those comments taken from the DRAFT Planning Commission meeting minutes:

- Rosemary Dirksen asked what the proposal means for taxes and/or property values. Director McLane offered a response explaining how the activities could change individual taxes and values depending on the opportunities that property owners take advantage of. The change in language alone does not affect taxes or values.
- Gerry Arnson asked how the changes would affect smaller farms that sell their product from their house and Director McLane described the opportunities for agritourism within the proposed code language.
- Earl Aylett commented about the potential for events that could be bothersome for neighboring farms that would not like the added activities.
- Jody Marston commented that the zone change would not benefit their area and it would be more beneficial to change the area to Farm Residential. Director McLane indicated that Small Farm 40 Zoning is a resource zone and changing the area to residential designation would require the removal of lands from resource lands and this change will have no effect on that.
- Becky Cannon asked why film making is considered agritourism and Director McLane explained that the allowance for film making is a separate activity than agritourism.
- Elizabeth Ashbeck commented about the new wind farm and Idaho Power transmission line and how those projects will be affected by the proposed ordinance changes and vice versa.

Once the question and answer session was completed, which was identified as testimony on the record, there was no further testimony in favor and no testimony in opposition.

The Planning Commission Final Findings of Fact outline the applicable criteria and Planning staff's response to each. The Findings along with the complete proposal was reviewed by the Planning Commission, and with three minor text changes, and is being forwarded with a recommendation to adopt. All three of the minor text changes are within Article 3 Use Zones Section 3.010 EFU, two of them being identified by the Farm and Forest Specialist at DLCD and the third being a minor change suggested by Commissioner Sue Oliver (on page 6 of the DRAFT EFU Section 3.010, under D. Use Standards item 2. replacing the word 'described' to 'defined' in the first sentence, second line).

For some history of the process to date please use this link:

<http://www.co.morrow.or.us/planning/page/farm-forest-use-model-code-update-boc-june-21-2017-hearings>

From this location, which supports the June 21 Board of Commissioners public hearing, you can also find packets for the Planning Commission May 30 public hearing and the final work session. There are links available to the DLCD Model Code website as well.

As always Planning staff are available to answer any questions you may have and I can be reached at 541-922-4624 or by email at cmclane@co.morrow.or.us.



**Planning Commission Final Findings of Fact
Farm and Forest Use Model Code Update
AZ-110-17 and AZM-111-17**

REQUEST: To update certain portions of the Morrow County Zoning Ordinance (MCZO) related to farm and forest resource zones, bringing them into compliance with Oregon Revised Statute (ORS) and Oregon Administrative Rule (OAR). This update will also allow the addition of ancillary uses related to agritourism and guest ranches in accordance with recently adopted policies of the Economic Element of the Comprehensive Plan. More specifically the Exclusive Farm Use (EFU) and Forest Use (FU) Zones of the Zoning Ordinance are proposed for amendment reflecting ORS, OAR and other discretionary requirements. A map amendment is also being proposed to rezone the Small Farm (SF-40) use zone to EFU to better represent the uses allowed. This amendment affects all areas of Morrow County currently zoned EFU, Small Farm and FU.

APPLICANT: Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844

OWNER: Multiple (notice lists are on file in the Planning Department)

LOCATION: All lands zoned for farm or forest use in Morrow County as depicted on the attached maps

I BACKGROUND INFORMATION AND PROCESS:

Planning staff have for many years recognized that the farm and forest use zones of the Morrow County Zoning Ordinance were not in compliance or consistent with Oregon Revised Statutes (ORS) or Oregon Administrative Rules (OAR) governing allowed and conditional uses. While allowed uses could be applied directly from ORS, discretionary uses are not available to applicants until such time that the county amends their development code to make those provisions available, which limited many economic opportunities for Morrow County landowners, particularly in relation to more recently available agritourism opportunities.

Several years ago the Department of Land Conservation and Development (DLCD) worked with planners from around the state to create a model code for farm and forest use zones; Morrow County participated in that original work. This biennium Morrow County committed to the DLCD to use the model code and work with DLCD and consultant staff to implement the model code, concluding the work with public hearings working towards adoption. Since last fall Planning staff have worked with the Planning Commission on definitions and purpose statements for the various affected use zones, then more recently worked through the model code to gain an understanding of the opportunities. Discussion with the Planning Commission also resulted in the proposal to replace the Small Farm provisions with the EFU zone; this was determined after discussion that the Small Farm provisions do not create 40 acre parcel opportunities and that the provisions are identical to the EFU zone.

More specifically this action will amend the MCZO Article 1 Introductory Provisions to address definitions specific to farm and forest uses; Article 3 Use Zones Section 3.010 EFU and Article 3 Use Zones Section 3.020 FU using the model code to incorporate both allowed and discretionary uses as defined in both ORS and OAR, and incorporating health and safety measures; Article 6 Conditional Uses to address standards for how uses are reviewed; and Article 7 Dimensional Adjustment, Variances, Special or Temporary Use Permits, and Non-Conforming Uses to address hardship variance standards necessary in farm and forest use zones. The proposed amendments incorporate mandatory elements of ORS and OAR that regulate land use, land divisions and standards into the county's farm and forest zones. A portion of this action will also eliminate Article 3 Use Zones Section 3.042 Small Farm, applying the EFU zone to those lands, requiring a map amendment to do so. This change in zone designation is intended to create better clarity for the public and affected land owners of the uses allowed within the affected area.

A summary of the proposed changes include:

- Adding and modifying definitions that apply to land use, farm use, development standards, building specifications, and agricultural and equine structures to improve and update the MCZO.
- Updating procedures addressing permit approval criteria and similar use determinations. Also more clearly defining how dwellings are approved on farm land.
- Revising conditional use permit review criteria in the EFU and FU zones, and adding hardship variances to the list of conditional uses in the EFU and FU zones.
- Creating opportunities to allow guest ranches, agritourism and commercial events on agricultural lands as defined in ORS and OAR.
- Modifying and updating farm stand, home occupation, land dimension and site development standards.
- Clarifying land division and parcel creation criteria in EFU and FU zones.

Notice was mailed to all EFU, Small Farm and FU zoned property owners who may be impacted by these proposed amendments. The notice applies to any lands owned within any of those three use zones. Notice has and will be published in the East Oregonian and Heppner Gazette at least 10 days prior to each public hearing in front of the Planning Commission or Board of Commissioners. Notice of future public hearings will be mailed or emailed only to those individuals who submit written comments or oral testimony as part of the initial Planning Commission hearing or who otherwise request future notification.

II SUMMARY OF APPLICABLE CRITERIA

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

- A. The local conditions have changed and would warrant a change in the zoning of the subject property(ies).

This farm and forest use model code update incorporates current non-discretionary uses as outlined in ORS and OAR into the EFU and FU portions of the MCZO. This criterion requires an evaluation of changing local conditions, which Planning staff would argue have not changed. But the ORS and OAR that govern farm and forest uses have.

Part of this proposal is also to apply the EFU zone to land currently identified as Small Farm. While this is an amendment to the Zoning Map, it does not change the Comprehensive Plan Map as the designation is still 'agricultural.' The current Small Farm use zone is identical to the EFU zone, the only substantive change being the title. The Purpose statement of the current Small Farm use zone states the following, "Although the Small Farm zone was acknowledged as an SF-40 Zone with a 40 acre minimum lot size in the County's Comprehensive Plan in 1985, ORS passed subsequently by the Oregon Legislature require the minimum lot size in all SF-40 Zone to be 80 acres." As the updated EFU zone will include an 80 acre minimum parcel size there will be no differences in acknowledged uses. For convenience and clarity the Planning Commission chose to move to the hearings process with a proposed change to the Zoning Map from Small Farm to EFU.

- B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.**
- 1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
 - a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
 - b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**
 - c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

There is no change to the Comprehensive Plan designation and all of the lands continue to be resource lands. This action would allow new uses, but those uses are identified within the ORS and OAR structure. Some of the new allowed uses under the agritourism framework do include a review for traffic impacts that would address traffic or other transportation impacts. Most of the changes to the farm and forest use zones would not increase traffic or create impacts to warrant a review under this section.

- 2. A plan or land use regulation amendment significantly affects a transportation facility if it:**

- a. **Changes the functional classification of an existing or planned transportation facility;**
- b. **Changes standards implementing a functional classification;**
- c. **Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
- d. **Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

See above analysis.

- C. **That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

During the recent update of the Economic Element the Planning Commission identified that tourism should be included as an economic opportunity for Morrow County communities and the agricultural community. To see this economic opportunity implemented the agritourism provisions available within ORS are fully incorporated into the proposed EFU provisions. Additional changes in support are found in Article 1 Introductory Provisions Section 1.030 Definitions and Article 6 Conditional Uses.

- D. **The request addresses issues concerned with public health and welfare, if any.**

As part of the discretionary provisions incorporated within the proposed changes public health and welfare requirements have been included. Most are found related to the agritourism provisions and other opportunities that would have transportation, sanitation or security impacts.

III **DLCD 35 DAY NOTICE:** March 20, 2017

IV **PROPERTY OWNER NOTICE:** May 10, 2017

V **LEGAL NOTICE:** Heppner Gazette Times and East-Oregonian
May 10, 2017

VI **AGENCIES NOTIFIED:** Jon Jinnings, Scott Edelman, Tim Murphy and Tabatha Hoge, Department of Land Conservation and Development; Jim Johnson, Oregon Department of Agriculture; Travis Medema, Oregon Department of Forestry; Lori Seitz, United States Forest Service; Teresa Penninger and Marilyn Holt, Oregon Department of Transportation; Mike Gorman, Morrow County Assessor's Office

VII HEARING DATES:

Planning Commission
May 30, 2017
Morrow County Bartholomew Building
Heppner, Oregon

Board of Commissioners
June 21, 2017
Port of Morrow Riverfront Center
Boardman, Oregon

- IX RECOMMENDATION:** The Planning Department recommends that the Planning Commission recommend to the Morrow County Board of Commissioners adoption of the amended portions of the Morrow County Zoning Ordinance (Article 1 Introductory Provisions, Article 3 Use Zones Section 3.010 Exclusive Farm Use, Article 3 Use Zones Section 3.020 Forest Use, Article 6 Conditional Uses, and Article 7 Dimensional Adjustments, Variances, Special or Temporary Use Permits, and Non-Conforming Uses) and the Zoning Map amendment changing the Small Farm use zone to Exclusive Farm Use.


Jeff Wenholz, Chair


Date

Attachments:

- Vicinity Maps (2) Identifying Exclusive Farm Use, Forest Use and Small Farm use zones; the Small Farm map depicts the area subject to the Zoning Map Amendment
- Article 1 Introductory Provisions
- Article 3 Use Zones Section 3.010 Exclusive Farm Use
- Article 3 Use Zones Section 3.020 Forest Use
- Article 6 Conditional Uses
- Article 7 Dimensional Adjustments, Variances, Special or Temporary Use Permits, and Non-Conforming Uses

Carla McLane

From: Keith Potter <keith@huntruggs.com>
Sent: Friday, May 26, 2017 4:55 PM
To: Carla McLane
Subject: Letter for planning commission

To whom it may concern.

In regards to the proposed modifications to Article 6 of the MCZO, I would like to voice or support for any modifications that open avenues to increase agritourism and diversification of rural business operations. As it relates to us specifically at Ruggs Ranch, being able to expand our conditional use permit to include guest ranch operations would greatly enhance our ability to offer our services to those tourists who are not part of the hunting community. The impact to the county and local communities would be nothing but positive. We are frequently solicited by car and motorcycle clubs who are looking to visit the region and are in search of food and lodging venues. If we are allowed to, we have all the pieces in place to become a destination resort that can draw hundreds of visitors to and through the surrounding communities each spring and summer, where they will buy gas, food and goods, and frequent the other businesses on our main streets. Expanding our operations to include guest ranch activities would also mean more employment opportunities for local residents as well.

It is my hope everyone involved in this process can appreciate the rewards that increased commercial activity in Morrow County would bring to the county and all of its residents, and that the committees and commissions responsible are able to move swiftly and decisively to enact the necessary changes.

Warm Regards,

Chef Keith Potter

Ruggs Ranch

Carla McLane

From: Murphy, Tim <timothy.murphy@state.or.us>
Sent: Thursday, May 25, 2017 1:19 PM
To: Carla McLane
Cc: Jinings, Jon; Edelman, Scott
Subject: Zoning Ordinance Amendments AZ-110-17; AZM-111-17

Hi Carla,

Thank you for the opportunity to review the updated amendments. Just a couple comments on the EFU zone:

1. It appears that uses in B.21 and B.22 are duplicates. Suggest deleting B.21.
2. C.11 (guest ranches) references ORS 215.306 which deals with filmmaking. The guest ranch provisions were not assigned an ORS section but are included in ORS 215 as notes. Suggest replacing reference to ORS 215.306 with "Guest ranches subject to temporary provisions relating to guest ranches in ORS 215" or similar language.

Please enter this email into the public record and let us know if the hearing is continued.

We greatly appreciate the County's hard work in updating its ordinance.

Thank you,

Tim Murphy | Farm/Forest Lands Specialist
Community Services Division
Oregon Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150 | Salem, OR 97301-2540
Direct: (503) 934-0048 | Main: (503) 373-0050
timothy.murphy@state.or.us | www.oregon.gov/LCD

From: Carla McLane [mailto:cmclane@co.morrow.or.us]
Sent: Wednesday, May 17, 2017 5:24 PM
To: jjohnson@oda.state.or.us; Jinings, Jon <rj Jinings@dlcd.state.or.us>; Edelman, Scott <dedelman@dlcd.state.or.us>; Hoge, Tabatha L <thoge@dlcd.state.or.us>; Murphy, Tim <tmurphy@dlcd.state.or.us>; 'travis.s.medema@oregon.gov' <travis.s.medema@oregon.gov>; Teresa.B.PENNINGER@odot.state.or.us; Marilyn.M.HOLT@odot.state.or.us; lseitz@fs.fed.us; Mike Gorman <mgorman@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Burke O'Brien <bobrien@co.morrow.or.us>
Subject: Morrow County Farm and Forest Use Model Code Update - Planning Commission Public Hearing

Email 1 of 2:

Interested Parties,

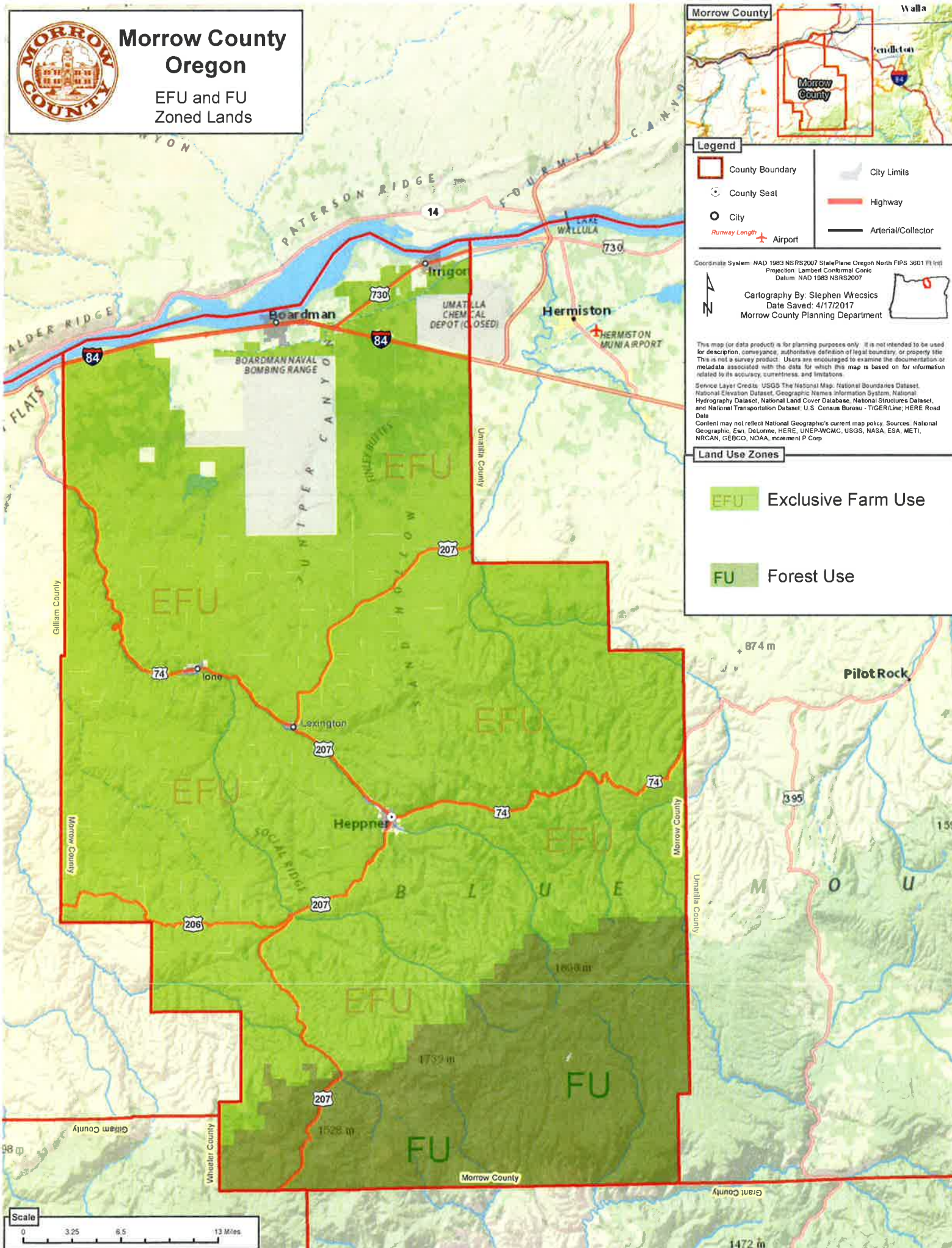
Attached please find the Preliminary Findings along with the proposed changes to the Morrow County Zoning Ordinance for the upcoming Planning Commission public hearing to consider changes based upon the Farm and Forest Use Model Code. Changes in definitions are proposed in Article 1; both the Exclusive Farm Use and Forest Use zones are completely revamped; changes to approval standards for certain conditional uses are proposed in Article 6; and a minor change is proposed to Article 7 concerning hardship variances. The Planning Commission has also recommended that the Small Farm use zone be removed and replaced by the Exclusive Farm Use zone; the Small Farm use zone contains, other than the purpose statement, the same regulatory language and requirements as the Exclusive Farm Use zone. This action requires a map amendment as well.

The Public Hearing is scheduled for Tuesday, May 30, 2017, at 7:00 p.m. at the Bartholomew Building in Heppner, Oregon. This will be the first of at least two public hearings with the final hearing in front of the Board of Commissioners.



Morrow County Oregon

EFU and FU Zoned Lands



Legend

- County Boundary
- County Seat
- City
- Highway
- Arterial/Collector
- Runway Length
- Airport
- City Limits

Coordinate System: NAD 1983 NSRS2007 StatePlane Oregon North FIPS 3601 FT Unit
 Projection: Lambert Conformal Conic
 Datum: NAD 1983 NSRS2007

Cartography By: Stephen Wreccics
 Date Saved: 4/17/2017
 Morrow County Planning Department

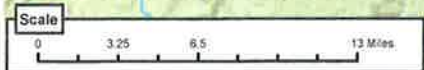
This map (or data product) is for planning purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data for which this map is based on for information related to its accuracy, currency, and limitations.

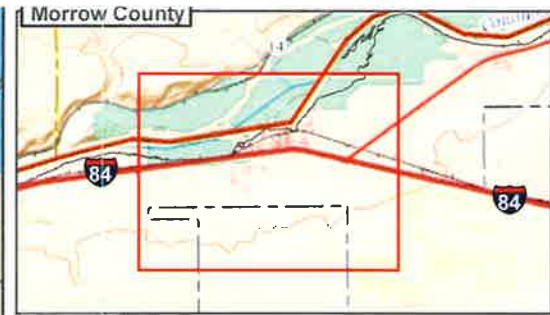
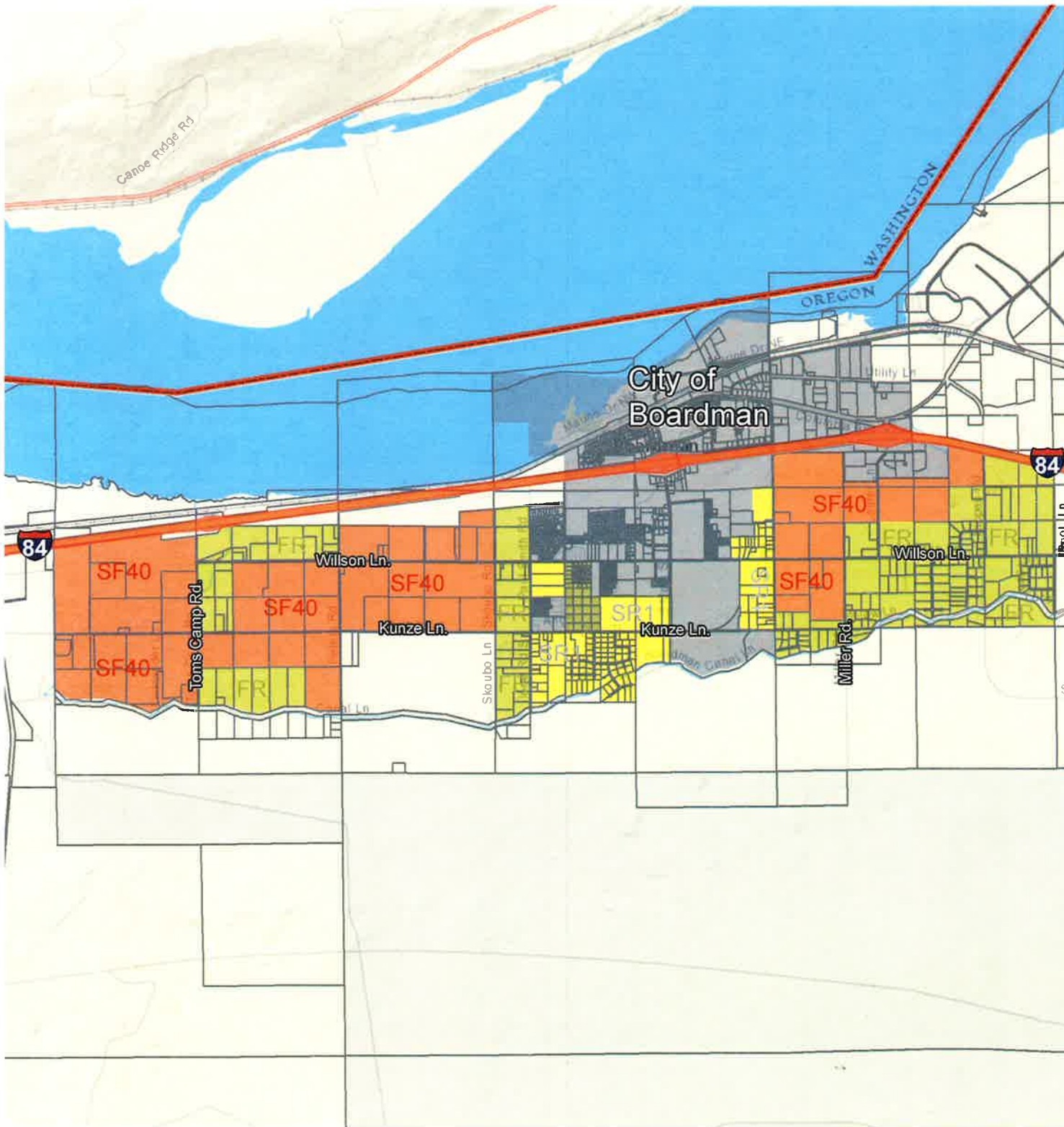
Service Layer Credits: USGS The National Map, National Boundaries Dataset, National Elevation Dataset, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; U.S. Census Bureau - TIGER/Line; HERE Road Data

Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp

Land Use Zones

- EFU Exclusive Farm Use
- FU Forest Use





Legend

County Boundary	City Limits
County Seat	Highway
City	Arterial/Collector
Runway Length	Airport

Coordinate System: NAD 1983 NRSR2007 StatePlane Oregon North FIPS 3601 Ft Int
 Projection: Lambert Conformal Conic
 Datum: NAD 1983 NRSR2007

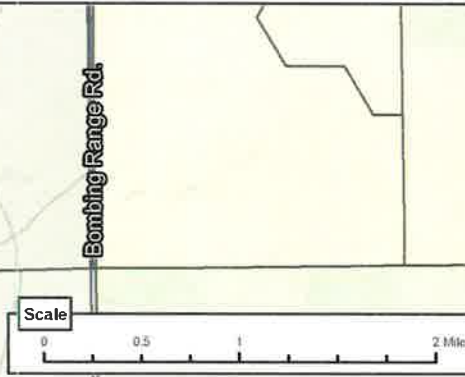
Cartography By: Stephen Wreccics
 Date Saved: 5/10/2017
 Morrow County Planning Department

This map (or data product) is for planning purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data for which this map is based on for information related to its accuracy, currentness, and limitations.

Service Layer Credits: USGS The National Map; National Boundaries Dataset; National Elevation Dataset; Geographic Names Information System; National

Land Use Zones

SF40	Small Farm 40 Zone Subject to Change.
SR1	Suburban Residential within UGB
FR	Farm Residential



Overview

The two tables provided below are intended to be a quick reference guide on updates to Morrow County's EFU, FU and RRI zones. The uses and review procedures/types in the tables are based on DLCD's Model Resource Zones.¹ The table has been modified to include references to state statutes and rules, as well as providing notes on what changes have been made to Morrow County's existing development code chapter.

Summary of Table Columns

Use (EFU or FU). The use column lists the various uses found in the EFU and FU zones. Uses are organized by general categories.

Use Type. The use type indicates whether the use is allowed (A), allowed subject to standards (STS), or conditional (C). Conditional uses are "discretionary", meaning that the County has discretion over permitting a use. Should a County choose to include a conditional use, then the use must be reviewed under Section 6.025 (the County's equivalent of

Procedure Type. The procedure type provides DLCD's recommended review procedure for each use. The recommendations are based on current best practices from Counties throughout the state and may not directly correlate to the County's current nomenclature or procedures. Morrow County is considering updates to its current review procedures so as to allow more flexibility in reviewing permits and can use this to help determine the appropriate level of review.

- Permitted Outright
- Type 1: Ministerial
- Type 2: Administrative
- Type 3: Quasi-judicial

Statute/Rule Reference. This column provides a quick reference to the applicable standards, review criteria, or definition found in the Oregon Revised Statute (ORS) or Oregon Administrative Rule (OAR) for uses.

What's Changed in New Chapter. The EFU and FU chapters are proposed to be completely replaced, however, the majority of uses and standards will remain functionally unchanged. In most cases, standards have been reorganized and consolidated under a single "standards" section. In addition, for each use, this column will indicate whether the use or the associated standards are new or updated when compared to the County's existing code language.

¹ https://www.oregon.gov/LCD/Pages/Multi_County_Code_Update_Project.aspx

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed In New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Farm, Forest, and Natural Resource Uses						
Farm use.	A	P	A	P		
Propagation or harvesting of a forest product.	A	P	A	P	ORS 215.283(1)	
Composting limited to accepted farming practice in conjunction with and auxiliary to farm use on the subject tract.	A	P	A	P		
Agricultural buildings customarily provided in conjunction with farm use.	A	1	A	1	ORS 215.760	Change of terminology.
Creation of, restoration of, or enhancement of wetlands.	A	1	A	1	ORS 215.283(1)	
A facility for the processing of farm crops, biofuel or poultry.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(28)	County references appear incorrect/ dated.
A facility for the primary processing of forest products.	C	2	C	2	ORS 215.283(2) OAR 660-033-0130(6)	Reference to ORS/OAR standards replaced with new standards section.
The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission or insect species.	C	3	C	3	ORS 215.283(2)	
Residential Uses						
Primary farm dwelling.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(9) OAR 660-033-0130(30)	Change of terminology. New standards. Minor updates to existing standards.
Relative farm help dwelling.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(9) OAR 660-033-0130(30)	Existing standards reorganized into new standards section
Accessory farm dwelling.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(24) OAR 660-033-0130(30)	Existing standards reorganized into new standards section

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed in New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Lot of record dwelling.	STS	2	STS	2	ORS 215.705 OAR 660-033-0130(3) OAR 660-033-0130(30)	Existing standards reorganized into new standards section
Non-farm dwelling.	STS	2	STS	2	ORS 215.284 OAR 660-033-0130(4) OAR 660-033-0130(30)	Existing standards reorganized into new standards section
Replacement dwelling for historic property.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(30)	
Replacement dwelling.	STS	1 or 2	STS	1 or 2	ORS 215.283(1) OAR 660-033-0130(8) OAR 660-033-0130(30)	Some new standards.
Temporary hardship dwelling.	C	2	C	2	ORS 215.283(2) OAR 660-033-0130(10)	Some new standards.
Residential home as defined in ORS 197.660, in existing dwellings	C	2 or 3	C	2 or 3	ORS 215.283(2) OAR 660-033-0130(30)	
Room and board arrangements for a maximum of five unrelated persons in existing residences.	C	2	C	2	ORS 215.283(2) OAR 660-033-0130(30)	
Commercial Uses						
Dog training classes or testing trials.	STS	1	STS	1	ORS 215.283(1) OAR 660-033-0130(39)	New.
Farm stand.	STS	1 or 2	STS	1 or 2	ORS 215.283(1) OAR 660-033-0130(23)	New.
Winery.	STS	1 or 2	STS	1 or 2	ORS 215.283(1) ORS 215.452 through 456	
Agri-tourism and other commercial events or activities that are related to and supportive of agriculture.	STS	2	STS	2	ORS 215.283(4) through (6) ORS 215.213(11) through (13) ORS 215.237 ORS 215.239 ORS 215.452	New.

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed in New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Destination resort. [This use should only be listed in counties that have completed mapping of lands for destination resorts as provided in Goal 8 and ORS 197.435–197.467.]	STS	3	STS	3	ORS 215.283(2)	New.
Parking of up to seven log trucks.	C	2	C	2	ORS 215.311	New.
Home occupations.	C	2	C	2	ORS 215.283(2) OAR 660-033-0130(14)	
Commercial dog boarding kennels or dog training classes or testing trials that cannot be established under Subsection X.07.B.	C	3	C	3	ORS 215.283(2)	
Aerial fireworks display business.*	C	2	C	2	ORS 215.283(2)	New.
Guest ranch	X	2 or 3	C	2 or 3	ORS 215.306 (notes)	
A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS 671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.	C	2	C	2	ORS 215.283(2)	New.
Commercial activities in conjunction with farm use, including the processing of farm crops into biofuel not permitted under Section X.07.A, but excluding activities in conjunction with a marijuana crop.	C	2 or 3	C	2 or 3	ORS 215.283(2)	Reference to ORS/OAR standards replaced with new standards section.
Mineral, Aggregate, Oil and Gas Uses						
Exploration for and production of geothermal, gas, oil and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.	A	1	A	1	ORS 215.283(1)	
Operations for the exploration for minerals as defined by ORS 517.750.	A	1	A	1	ORS 215.283(1)	

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed In New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted.	C	3	C	3	ORS 215.283(2)	
Operations conducted for mining, crushing or stockpiling of aggregate and other mineral and other subsurface resources.	C	3	C	3	ORS 215.283(2) ORS 215.298 ORS 215.299	
Processing as defined by ORS 517.750 of aggregate into asphalt or portland cement.	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(15)	New.
Processing of other mineral resources and other subsurface resources.	C	3	C	3	ORS 215.283(2)	
Transportation Uses						
Climbing and passing lanes within the right of way existing as of July 1, 1987.	A	1	A	1	ORS 215.283(1)	
Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.	A	1	A	1	ORS 215.283(1)	
Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.	A	1	A	1	ORS 215.283(1)	
Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.	A	1	A	1	ORS 215.283(1)	

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed In New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.	C	2	C	2	ORS 215.283(2)	
Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels.	C	2	C	2	ORS 215.283(2)	
Improvement of public road and highway related facilities, such as maintenance yards, weigh stations and rest areas, where additional property or right of way is required but not resulting in the creation of new land parcels.	C	2	C	2	ORS 215.283(2)	
Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.	C	2 or 3	C	2 or 3	OAR 660-012-0065	New.
Personal-use airports for airplanes and helicopter pads, including associated hangar, maintenance and service facilities.	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(7)	Existing standards reorganized into new standards section
Utility/Solid Waste Disposal Facilities						
Irrigation reservoirs, canals, delivery lines and those structures and accessory operational facilities, not including parks or other recreational structures and facilities, associated with a district as defined in ORS 540.505.	A	2	A	2	ORS 215.283(1)	New.
Land application of reclaimed water, agricultural or industrial process water.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(11)	New.
Utility facility service lines.	STS	1	STS	1	ORS 215.283(1) OAR 660-033-0130(32)	Existing standards reorganized into new standards section

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed in New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Utility facilities necessary for public service, including associated transmission lines as defined in ORS 469.300 and wetland waste treatment systems but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(16)	Reference to ORS/OAR standards replaced with new standards section.
Transmission towers over 200 feet in height.	C	2	C	2	ORS 215.283(2)	Use was combined with use above, but split into separate uses.
Commercial utility facilities for the purpose of generating power for public use by sale, not including wind power generation facilities or photovoltaic solar power generation facilities.	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(17) OAR 660-033-0130(22)	Existing standards reorganized into new standards section
Wind power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale.	C	3	C	3	OAR 660-033-0130(37)	New.
Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale.	C	3	C	3	OAR 660-033-0130(38)	New.
A site for the disposal of solid waste for which a permit has been granted under ORS 459.245 by the Department of Environmental Quality together with equipment, facilities or buildings necessary for its operation not on high value farmland.	X	X	C	3	ORS 215.283(2) OAR 660-033-0130(18)	New standards.
Composting facilities on farms or for which a permit has been granted by the Department of Environmental Quality under ORS 459.245 and OAR 340-093-0050 and 340-096-0060.	X	X	C	3	ORS 215.283(2) OAR 660-033-0130(18) OAR 660-033-0130(29)	New standards.
Parks/Public/Quasi-public Uses						
Firearms training facility in existence on September 9, 1995.*	A		A			New.
Fire service facilities providing rural fire protection services.	A	2	A	2	ORS 215.283(1)	New.

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed in New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Onsite filming and activities accessory to onsite filming for 45 days or less as provided for in ORS 215.306.	A	1	A	1	ORS 215.306	
A site for the takeoff and landing of model aircraft.	STS	2	STS	2	ORS 215.283(1) OAR 660-033-0130(26)	Reference to ORS/OAR standards replaced with new standards section.
Onsite filming and activities accessory to onsite filming for more than 45 days as provided for in ORS 215.306.	C	2	C	2	ORS 215.306	
Living history museum as defined in X.02	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(21)	Reference to ORS/OAR standards replaced with new standards section.
Community centers owned by a governmental agency or a nonprofit organization and operated primarily by and for residents of the local rural community.	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(2) OAR 660-033-0130(36)	New standards.
Public parks and playgrounds.	C	3	C	3	ORS 215.283(2) OAR 660-033-0130(2) OAR 660-033-0130(31) OAR 660-034-0035 OAR 660-034-0040	New standards.
Public parks or park uses in an adopted Park Master Plan	A	1	A	1	OAR 660-033-0130(2)	New.
Expansion of existing county fairgrounds and activities directly relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.*	C	2	C	2	ORS 215.283(2)	
Operations for the extraction and bottling of water.	C	3	C	3	ORS 215.283(1)	
Churches and cemeteries in conjunction with churches.	X	X	STS	2	ORS 215.283(1) OAR 660-033-0130(2) OAR 660-033-0130(18)	

EFU Use	High Value Farmland		Non-High Value Farmland		Statute/Rule Reference	What's Changed in New Chapter
	Use Type	Procedure Type	Use Type	Procedure Type		
Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located.	X	X	C	3	ORS 215.283(2) ORS 215.135 OAR 660-033-0130(2) OAR 660-033-0130(18)	New standards
Private parks, playgrounds, hunting and fishing preserves, and campgrounds.	X	X	C	3	ORS 215.283(2) OAR 660-033-0130(2) OAR 660-033-0130(18) OAR 660-033-0130(19)	Reference to ORS/OAR standards replaced with new standards section.
Golf courses not on high-value farmland as defined in X.02 and ORS 195.300.	X	X	C	3	ORS 215.283(2) OAR 660-033-0130(2) OAR 660-033-0130(18) OAR 660-033-0130(20)	New standards.
Outdoor Gatherings						
An outdoor mass gathering of more than 3,000 persons that is expected to continue for more than 24 hours but less than 120 hours in any three-month period, as provided in ORS 433.735.	STS	1	STS	1	OAR 660-006-0025(3)	
Any outdoor gathering of more than 3,000 persons that is anticipated to continue for more than 120 hours in any three-month period is subject to review by a county planning commission under ORS 433.763.	STS	3	STS	3	OAR 660-006-0025(4)	

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
Forest, Farm and Natural Resource Uses				
Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals and disposal of slash.	A	P	OAR 660-006-0025(2)	
Temporary on-site structures which are auxiliary to and used during the term of a particular forest operation.	A	P or 1	OAR 660-006-0025(2)	
Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction or recreational facilities.	A	P or 1	OAR 660-006-0025(2)	
<i>Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.</i>	A	P or 1	OAR 660-006-0025(3)	New
<i>Farm use as defined in ORS 215.203.</i>	A	P	OAR 660-006-0025(3)	
<i>Uninhabitable structures accessory to fish and wildlife enhancement.</i>	A	P	OAR 660-006-0025(3)	
<i>Agricultural building</i>	A	1	OAR 660-006-0025(3)	New
<i>Log scaling and weigh stations.</i>	C	2	OAR 660-006-0025(4)	
<i>Forest management research and experimentation facilities as defined by ORS 526.215.</i>	C	2	OAR 660-006-0025(4)	
Residential Uses				
<i>Caretaker residences for public parks and public fish hatcheries.</i>	A	2	OAR 660-006-0025(3) OAR 660-006-0029(5)(E)	
Large tract forest dwelling	STS	2	OAR 660-006-0027(2) OAR 660-006-0029(5)(E)	Change of terminology. Reference to ORS/OAR standards replaced with new standards section.

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
Lot of record dwelling	STS	2	OAR 660-006-0027(1) OAR 660-006-0029(5)(E)	Change of terminology. Reference to ORS/OAR standards replaced with new standards section.
Template dwelling.	STS	2	OAR 660-006-0027(3) OAR 660-006-0029(5)(E)	Change of terminology. Reference to ORS/OAR standards replaced with new standards section.
<i>Alteration, restoration or replacement of a lawfully established dwelling.</i>	STS	1 or 2	OAR 660-006-0025(3)(p) OAR 660-006-0029(5)(E)	
<i>Temporary hardship dwelling</i>	C	2	OAR 660-006-0025(4)(t)	Use is new to chapter, but already permitted by Article 7.
Commercial Uses				
<i>Temporary portable facility for the primary processing of forest products.</i>	A	1	OAR 660-006-0025(3)	
<i>Temporary forest labor camps.</i>	A	1	OAR 660-006-0025(3)	
<i>Private hunting and fishing operations without any lodging accommodations.</i>	A	1	OAR 660-006-0025(3)(f)	
<i>Destination resort. [This use should only be listed in counties that have completed mapping of lands for destination resorts as provided in Goal 8 and ORS 197.435-197.467.]</i>	STS	3	OAR 660-006-0025(3)	
<i>Parking of up to seven dump trucks and trailers.</i>	C	2	ORS 215.311	New
<i>Home occupations.</i>	C	2	ORS 215.448 OAR 660-006-0025(4)	
<i>Permanent facility for the primary processing of forest products.</i>	C	2	OAR 660-006-0025(4)	New standards

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
<i>Permanent logging equipment repair and storage.</i>	C	2	OAR 660-006-0025(4)	
<i>Private seasonal accommodations for fee hunting operations.</i>	C	2	OAR 660-006-0025(4)	Reorganization of standards
<i>Private accommodations for fishing occupied on a temporary basis.</i>	C	2	OAR 660-006-0025(4)(w)	Reorganization of standards
Mineral, Aggregate, Oil and Gas Uses				
<i>Exploration for mineral and aggregate resources as defined in ORS chapter 517.</i>	A	1	OAR 660-006-0025(3)	
<i>Exploration for and production of geothermal, gas, oil and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.</i>	A	1, 2 if includes production	OAR 660-006-0025(3)	
<i>Mining and processing of oil, gas or other subsurface resources, as defined in ORS chapter 520, and not otherwise permitted (e.g. compressors, separators and storage servicing multiple wells), and mining and processing of aggregate and mineral resources as defined in ORS chapter 517.</i>	C	3	OAR 660-006-0025(4)	Change of terminology
<i>Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.</i>	C	2	OAR 660-006-0025(4)	
Transportation Uses				
<i>Climbing and passing lanes within the right of way existing as of July 1, 1987.</i>	A	1	ORS 215.283(1)	Reference to statute/rule updated with specific uses.
<i>Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.</i>	A	1	ORS 215.283(1)	Reference to statute/rule updated with specific uses.

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.	A	1	ORS 215.283(1)	Reference to statute/rule updated with specific uses.
Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.	A	1	ORS 215.283(1)	Reference to statute/rule updated with specific uses.
Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.	C	2 or 3	OAR 660-012-0065	New
<i>Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.</i>	C	2	ORS 215.283(2)	Reference to statute/rule updated with specific uses.
<i>Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels.</i>	C	2	ORS 215.283(2)	Reference to statute/rule updated with specific uses.
<i>Improvement of public road and highway related facilities, such as maintenance yards, weigh stations and rest areas, where additional property or right of way is required but not resulting in the creation of new land parcels.</i>	C	2	ORS 215.283(2)	Reference to statute/rule updated with specific uses.
<i>Expansion of existing airports.*</i>	C	3	OAR 660-006-0025(4)	Reference to statute/rule updated with specific uses.
Utility, Power Generation, Solid Waste Uses				

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
<i>Local distribution lines (e.g. electric, telephone, natural gas) & accessory equipment (e.g. electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.</i>	A	1	OAR 660-006-0025(3)	
<i>Water intake facilities, canals and distribution lines for farm irrigation and ponds.</i>	A	1	OAR 660-006-0025(3)	
<i>Television, microwave and radio communication facilities and transmission towers.</i>	C	2	OAR 660-006-0025(4)	
<i>New electric transmission lines with right-of-way widths of up to 100 feet as specified in ORS 772.210. New distribution lines (e.g. gas, oil, geothermal, telephone, fiber optic cable) with rights-of-way 50 feet or less in width.</i>	C	3	OAR 660-006-0025(4)	Update to existing standards
<i>Water intake facilities, related treatment facilities, pumping stations and distribution lines.</i>	C	2	OAR 660-006-0025(4)	
<i>Reservoirs and water impoundments.</i>	C	2	OAR 660-006-0025(4)	
<i>Disposal site for solid waste approved by the governing body and for which the Oregon Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.</i>	C	3	OAR 660-006-0025(4)(f)	
<i>Commercial utility facilities for the purpose of generating power.</i>	C	3	OAR 660-006-0025(4)(j)	Reorganization of standards
Public and Quasi-public Uses				
<i>Towers and fire stations for forest fire protection</i>	A	1	OAR 660-006-0025(3)	
<i>Youth camps</i>	STS	2	OAR 660-006.0031	New
<i>Aids to navigation and aviation</i>	C	2	OAR 660-006-0025(4)	
<i>Firearms training facility as provided in ORS 197.770(2).</i>	C	2	OAR 660-006-0025(4)	
<i>Fire stations for rural fire protection.</i>	C	2	OAR 660-006-0025(4)	
<i>Cemeteries.</i>	C	2	OAR 660-006-0025(4)	

FU Use	Use Type	Local Procedure Type	Statute/Rule Reference	What's Changed in New Chapter
<i>Public parks.</i>	C	3	OAR 660-006-0025(4)(f) OAR 660-034-0035 OAR 660-034-0040	Standards moved to code
<i>Private parks and campgrounds.</i>	C	3	OAR 660-006-0025(4)(e)	Reference to ORS/OAR standards replaced with new standards section.
Outdoor Gatherings				
<i>An outdoor mass gathering of more than 3,000 persons that is not anticipated to continue for more than 120 hours in any three-month period, as provided in ORS 433.735..</i>	A	1	OAR 660-006-0025(3)	New
<i>Any outdoor gathering of more than 3,000 persons that is anticipated to continue for more than 120 hours in any three-month period is subject to review by a county planning commission under ORS 433.763.</i>	STS	3	OAR 660-006-0025(4)	New

IN THE COUNTY COURT OF THE STATE
OF OREGON FOR MORROW COUNTY

AN ORDINANCE PROVIDING FOR
THE ESTABLISHMENT OF ZONING
COUNTY ORDINANCE NO. MC-C-3-01
REGULATIONS FOR THE UNINCORPORATED
AREA OF MORROW COUNTY, OREGON

**MORROW COUNTY, OREGON
ZONING ORDINANCE**

ARTICLE 1. INTRODUCTORY PROVISIONS

SECTION 1.010. TITLE.

This Ordinance shall be known as the Morrow County Zoning Ordinance of 1980, amended March 6, 1985, and amended and readopted in its entirety on November 7, 2001.

SECTION 1.020. PURPOSE.

The intent and purpose of this Ordinance is to promote the public health, safety and general welfare and to carry out the Comprehensive Plan of the County, the provisions of ORS Chapter 215, and the Statewide Planning Goals adopted pursuant to Oregon Revised Statutes (ORS) Chapter 197. Therefore, approvals granted pursuant to the provisions of this Ordinance shall be based on the following considerations among others: the characteristics of the various areas in the County, the suitability of an area for particular land uses, trends in land improvement, density of development, property values, the needs of economic enterprises in the future development of an area, needed access to particular sites in the County, natural resources, and the need for development or conservation thereof, and the public need for healthful, safe and aesthetic surroundings and conditions.

SECTION 1.030. DEFINITIONS.

As used in this ordinance, the following words and phrases shall have the meaning set forth in this section. Words and phrases not defined shall have the meaning commonly and ordinarily understood, as determined by the Planning Director, Planning Commission, or Board of Commissioners~~County Court~~.

~~Accepted Farming Practice: A mode of operation that is common to farms and ranches of a similar nature, necessary for the operation of such farms and ranches with the intent to obtain a profit in money, and customarily used in conjunction with farm use.~~

Accepted Farming Practice: A mode of operation that is common to farms of a similar nature, necessary for the operation of such farms to obtain a profit in money, and customarily utilized in conjunction with farm use. As applied to composting operations on high-value farmland, "accepted farming practice" includes composting operations that either 1) compost only materials produced on the subject tract, or 2) compost materials brought from off-site and processed alone or in conjunction with materials generated on the subject tract, and use all on-site generated compost for on-farm production in conjunction with, and auxiliary to, the farm use on the subject tract.

Access. The right to cross between public and private property allowing pedestrians and vehicles to enter and leave property.

Accessory Use or Accessory Structure. A use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use.

Accessory Structure: A detached structure, the use of which is customarily incidental to that of the primary structure or the primary use of the land and which is located on the same lot or parcel as the primary structure or use, and for which the owner files a restrictive covenant in the deed records of the county agreeing that the accessory structure will not be used as a residence or rental unit. {code provisions}

Agricultural building: Any structure that is considered to be an "agricultural building" as defined in ORS 455.315 Oregon Revised Statutes on a lot or parcel that is enrolled in a farm or forest deferral program with the County Assessor and for which the owner 1) submits a signed floor plan showing that only farm- or forest-related uses will occupy the building space and 2) files a restrictive covenant in the deed records of the county agreeing that the agricultural building will not be used as a residence or rental unit. {code provisions}

Agricultural Land. Lands classified by the U.S. Soil Conservation Service (SCS) as predominately Class I-VI soils, and other lands in different soil classes that are suitable for farm use taking into consideration soil fertility, suitability for grazing and cropping, climatic conditions, existing and future availability of water for farm irrigation purposes, existing land use patterns, technological and energy inputs required, and accepted farming practices. Lands in other classes that are necessary to permit farm practices to be undertaken on adjacent or nearby lands shall be included as agricultural land in any event.

Agri-tourism: A common, farm-dependent activity that promotes agriculture, any income from which is incidental and subordinate to a working farm. Such uses may include hay rides, corn mazes and other similar uses that are directly related to on-site agriculture. Any assembly of persons shall be for the purpose of taking part in agriculturally-based activities such as animal or crop care, tasting farm products or learning about farm or ranch operations. Agri-tourism may include farm-to-plate meals. Except for small, farm-themed parties, regularly occurring celebratory gatherings, weddings, parties or similar uses are not Agri-tourism.

Alley. A street or right of way that affords only a secondary means of access to property.

Associated Transmission Lines: Transmission lines constructed to connect an energy facility to the first point of junction with either a power distribution system or an interconnected primary transmission system or both or to the Northwest Power Grid.

Automobile, Boat, Manufactured Dwelling, Trailer, and Recreational Vehicle Sales. An open area, other than a street, used for the display, sale, or rental of new or used automobiles, boats, manufactured dwellings, trailers or RV's and also used for servicing such vehicles within an enclosed space.

Automobile Service Station. A building or portion thereof or land used for the retail sale of automobile fuel, oil and accessories, and service.

Automobile Wrecking Yard. A premises used for the storage or sale of used automobile or truck parts or for the storage, dismantling or abandonment of junk, obsolete automobiles, trailers, Recreational Vehicles, trucks, machinery, or parts thereof. Outdoor storage of more than three unlicensed, inoperative vehicles shall be considered a wrecking yard. For purposes of this ordinance, more than three unlicensed vehicles may be stored within a fully enclosed building and will not be considered a wrecking yard. For purposes of this ordinance, the storage of farm equipment, vehicles, machinery, and parts on land zoned Exclusive Farm Use, if not visible from outside the property boundaries, shall not be considered a wrecking yard and shall be exempt from this definition.

Auxiliary: *As used in the Forest Use Zone, means a use or alteration of a structure or land that provides help or is directly associated with the conduct of a particular forest practice. An auxiliary structure is located on site, temporary in nature, and not designed to remain for the forest's entire growth cycle from planting to harvesting. An auxiliary use is removed when a particular forest practice has concluded.*

Basement. A story partly underground. A basement shall be counted as a story in building height measurement when the floor level directly above is more than 6 feet above the average level of the adjoining ground.

Bed and Breakfast facility: *An accessory use in a single-family dwelling in which lodging and a morning meal for guests only are offered for compensation, having no more than five (5) sleeping rooms for this purpose. A bed and breakfast facility must be within the residence of the operator and be compliant with the requirements of OAR 333-170-0000(4) Oregon Administrative Rule. A bed and breakfast facility may be reviewed as either a home occupation or as a room and board operation.*

Boarding House. A building or portion thereof, other than a motel, restaurant, or hotel, where meals or lodging or both are provided for compensation for more than four persons, other than a family.

Building. A structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

Camper Cabin. A camp structure with no permanent foundations or plumbing, located within a camping area and intended for occupancy by one to eight persons.

~~Campground. A campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes and is established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground. Campsites may be occupied by a tent, yurt or recreational vehicle. Separate sewer, water or electric service hook-ups shall not be provided to individual camp sites. Campgrounds authorized by Oregon Administrative Rules shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive 6 month period. A private campground may provide yurts for overnight camping provided that no more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt.~~

Campground: An area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes and established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground.

Carrying Capacity. Level of use that can be accommodated and continued without irreversible impairment of natural resources productivity, the ecosystem, and the quality of air, land, and water resources.

~~Commercial Activities in Conjunction with Farm Use. The processing, packaging, treatment, and wholesale distribution and storage of a product primarily derived from farm activities on the premises. Also, retail sales of agricultural products, supplies, and services directly related to the production and harvesting of agricultural products. Such uses include the following:~~

- ~~— A. Storage, distribution, and sale of feed, fertilizer, seed, chemicals, and other products used for commercial agriculture.~~
- ~~— B. Farm product receiving plants, including processing, packaging, and reshipment facilities, excluding canneries.~~
- ~~— C. Storage, repair, or sale of fencing, irrigation pipe, pumps, and other commercial farm-related equipment and implements.~~
- ~~— D. Farm equipment storage and repair facilities.~~
- ~~— E. Bulk storage and distribution facilities for fuels, pesticides, and fertilizers.~~
- ~~— F. Veterinarian Clinic.~~
- ~~— G. Horticultural specialties such as nurseries or greenhouses for retail sale of plants and products.~~
- ~~— H. Slaughtering of animals, including attendant retail and wholesale sales, which may be conducted outside an enclosed building.~~
- ~~— I. Wineries for production from fruits, a portion of which are grown on the property, including retail sales.~~
- ~~— J. Any other such uses that may be construed as similar to the above-listed uses.~~
- ~~— K. The Approving Authority shall consider among other relevant criteria the Land Conservation and Development Commission Decision No. 79-003.~~

Commercial activity in conjunction with farm use: The processing, packaging, treatment and wholesale distribution, and storage of a product primarily derived from farm activities in the local agricultural community. Also, retail sales of products, supplies and services to the agricultural community that support the production and harvesting of agricultural products.

Commercial Dairy Farm: A commercial dairy farm is a dairy operation in a resource zone that owns a sufficient number of producing dairy animals capable of earning an income from the sale of fluid milk.

Commercial power generating facility: A facility for the production of energy and its related or supporting facilities that:

1. Generates energy using means such as solar power, wind power, fuel cells, hydroelectric power, thermal power, geothermal power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel as authorized by ORS 215.203(2)(b)(K) in all zones that allow "Farm Use" and 215.283(1)(r) and 215.283(2)(a) in the EFU zone;
2. Is intended to provide energy for sale; and
3. Does not include a net metering project established consistent with ORS 757.300 and OAR chapter 860, division 39 or a Feed-in-Tariff project established consistent with ORS 757.365 and OAR chapter 860, division 84.

Commercial Tree Species: Trees recognized for commercial production under rules adopted by the State Board of Forestry.

Community Water System. A domestic water supply source or distribution system that serves or is designed to serve more than three single residences or other users for the purpose of supplying water for household uses, but is neither a municipal water supply system nor a public utility water supply system, and must have legal financial provisions for long-term operation and maintenance.

Community Sewage System. A sewage disposal system that serves or is designed to serve more than 10 single residences or other users for the purpose of disposing of household liquid wastes, but is neither a municipal nor a public utility sewage disposal system, and must be approved by the appropriate government agency and must have legal and financial provisions for long-term operation and maintenance.

Contiguous Land. Parcels of land that abut each other, or are connected in such a manner as to form a single block of land.

Cubic Foot Per Acre: The average annual increase in cubic foot volume of wood fiber per acre for fully stocked stands at the culmination of mean annual increment as reported by the USDA Natural Resource Conservation Service (NRCS) soil survey.

Cubic Foot Per Tract Per Year: The average annual increase in cubic foot volume of wood fiber per tract for fully stocked stands at the culmination of mean annual increment as reported by the USDA Natural Resource Conservation Service (NRCS) soil survey.

Data Center. A facility used to house computer systems and associated components.

Date of Creation and Existence: When a lot, parcel or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot, parcel or tract for the siting of a dwelling, the date of the reconfiguration is the date of creation or existence. Reconfigured means any change in the boundary of the lot, parcel or tract.

Dwelling, Multi-Family. A building or portion thereof, designed for occupancy by three or more families living independently of each other.

Dwelling, Single-Family. A detached building containing one dwelling unit and designed for occupancy by one family only.

Dwelling, Two-Family. A building containing two dwelling units and designed for occupancy by two families.

Dwelling Unit. One or more rooms in a building designed for occupancy by one family and having not more than one cooking facility.

Easement. A grant of the right to use a parcel of land or portion thereof for specific purposes where ownership of the land or portion thereof is not transferred.

Event, Temporary: *A temporary event is one that is held primarily on or is using public property that has an expected attendance of more than [50], but no more than [500] people, that will not continue for more than [72] hours in any three month period, and that will be located in a rural or resource area. Temporary Events are permitted through a [ministerial/Type I] process and are not considered "outdoor mass gatherings" as defined by ORS 433.735 or Agri-tourism events as provided for by ORS 215.283(4). {continue to review}*

Family. An individual or two or more persons related by blood, marriage, legal adoptions, or legal guardianship, living together as one housekeeping unit using one kitchen, and providing meals or lodging to not more than three additional unrelated persons, including servants; or a group of not more than five unrelated persons living together as one housekeeping unit using one kitchen.

Farm Use. The current employment of land, including that portion of such land under buildings, for the primary purpose of obtaining a profit in money by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of or the produce of livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof. "Farm use" includes the preparation, storage, and disposal by marketing or otherwise of the products or by-products raised on such land for human or animal use. "Farm use" also includes the current employment of land for the primary purpose of obtaining a profit in money by stabling or training equines including but not limited to providing riding lessons, training clinics, and schooling shows. "Farm use" also includes the propagation, cultivation, maintenance, and harvesting of aquatic species and bird and animal species to the extent allowed by the rules adopted by the State Fish and Wildlife Commission. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in pertinent sections of this Ordinance. "Farm use" does not include the use of land subject to the provisions of ORS Chapter 321, except land used exclusively for growing cultured Christmas trees. The terms farm, farming, and farm use shall be interpreted and applied in a manner consistent with ORS 215.203. (MC-C-8-96) (MC-03-05)

Farmworker housing: *Housing limited to occupancy by farmworkers and their immediate families, no dwelling unit of which is occupied by a relative of the owner or operator of the farmworker housing.*

Farm Operator: *A person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.*

Farm or Ranch Operation: All lots or parcels of land in the same ownership that are used by the farm or ranch operator for farm use as defined in this article.

Farm Stand Structure: A structure that is designed and used for the sale of farm crops and livestock as provided in the Exclusive Farm Use and Small Farm 40 Use Zones. A food stand is considered to be a farm stand structure.

Fee-based activity to promote the sale of farm crops or livestock (as applied to farm stands): An agri-tourism activity as defined herein that is directly related to the sale of farm crops or livestock sold at the farm stand, and that meets the standards of the Exclusive Farm Use or Small Farm 40 Use Zones.

Fire Break. A break in the ground cover fuels intended to prevent the spread of fire as specified by the appropriate fire protection agency or the Commission.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, the unusual and rapid accumulation or runoff of surface waters from any source, mudslides that are proximately caused or precipitated by accumulations of water on or under the ground, and the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water on or under the ground, and the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural or man-made body of water accompanied by a severe storm or by some similarly unusual and unforeseeable event that results in flooding as defined herein above.

Flood Base. Inundation during periods of higher than normal stream flow, high winds, high intensity storms, or any combination thereof that has a 1 percent chance of being equaled or exceeded in any given year.

Flood Hazard Area. The relatively flat area or lowlands adjoining the channel of a river, stream, other watercourse, lake, or reservoir that has been or may be covered by a Base Flood.

Flood Hazard Boundary Map. An official map of the community furnished by the Federal Insurance Administration, labeled a Flood Hazard Boundary Map and delineating the boundaries of the special hazard areas.

Forest Lands. Lands composed of existing and potential forest lands, which are suitable for commercial forest uses, including the production of trees and the processing of forest products, other forested lands needed for watershed protection, wildlife and fisheries habitat and recreation, lands where extreme conditions of climate, soil, and topography require the maintenance of vegetative cover irrespective of use, and other forested lands in urban and agricultural areas that provide urban buffers, wind breaks, wildlife and fisheries habitat, livestock habitat, scenic corridors, and recreational use.

Forest Lands: as defined in Goal 4, are those lands acknowledged as forest lands, or, in the case of a plan amendment. Forest lands shall include:

1. Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and
2. Other forested land that maintain soil, air, water, and fish and wildlife resources.

Forest Operation: *Any commercial activity relating to the growing or harvesting of any forest tree species.* {add statutory language}

Forest Use. Includes the production of trees and the processing of forest products, open space, buffers from noise, and visual separation of conflicting uses, watershed protection and wildlife and fisheries habitat, soil protection from wind and water, maintenance of clean air and water, outdoor recreational activities and related support services and wilderness values compatible with these uses, and grazing for livestock.

Freight Depot/Truck Terminal. An area and/or building where cargo is stored or where trucks load and unload cargo on a regular basis and trucks and/or trailers are parked when not in use. (MC-C-8-96)

Functional Classification. A system used to group public roadways into classes according to their purpose in moving vehicles and providing access.

Frontage. That portion of a property that abuts a public street.

Grade (ground level). The average of the finished ground elevation at the centers of all walls of a building; in case walls are parallel to and within 5 feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Golf course: *An area of land with highly maintained natural turf laid out for the game of golf with a series of nine or more holes, each including a tee, a fairway, a putting green, and often one or more natural or artificial hazards. A "golf course" for purposes of this ordinance means a nine or 18 hole regulation golf course or a combination nine and 18 hole regulation golf course.* {consider how this fits with use zone provisions}

Height of Building. The vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the center height between the highest and lowest points on other types of roofs.

High-Value Farmland:

1. Land in a tract composed predominantly of soils that are:
 - a. Irrigated and classified prime, unique, Class I or II; or
 - b. Not irrigated and classified prime, unique, Class I or II.
2. High-value farmland includes tracts growing specified perennials as demonstrated by the most recent aerial photography of the Agricultural Stabilization and Conservation Service of the U.S. Department of Agriculture taken prior to November 4, 1993. "Specified perennials" means perennials grown for market or research purposes including, but not limited to, nursery stock, berries, fruits, nuts, Christmas trees, or vineyards, but not including seed crops, hay, pasture or alfalfa.

Home Occupation. ~~A business conducted by the owner and/or occupant in a residence for purpose of monetary gain. Clerical or administrative activity conducted not for the principal purpose of direct monetary gain, but rather to support a business not located on the same site as the dwelling, does not constitute a home occupation, e.g., transcription, bookkeeping, telephone contact. (MC-C-8-96)~~

Home Occupation: *A limited business activity that is accessory to a residential use. Home occupations are conducted primarily within a residence or a building normally associated with uses permitted in the zone in which the property is located and are operated by a resident or employee of a resident of the property on which the business is located. Clerical or administrative activity conducted not for the principal purpose of direct monetary gain, but rather to support a business not located on the same site as the dwelling, does not constitute a home occupation, e.g., transcription, bookkeeping, telephone contact.*

Irrigated: *Watered by an artificial or controlled means, such as sprinklers, furrows, ditches, or spreader dikes. An area or tract is "irrigated" if it is currently watered, or has established rights to use water for irrigation, including such tracts that receive water for irrigation from a water or irrigation district or other provider. For the purposes of this ordinance, an area or tract within a water or irrigation district that was once irrigated shall continue to be considered "irrigated" even if the irrigation water was removed or transferred to another tract.*

Kennel. A lot or building in which 4 or more dogs, cats, or other animals at least 4 months of age are kept commercially for board, propagation, training, or sale.

Livestock. Domestic animals of types customarily raised or kept on farms for profit or other purposes.

Livestock Feeding Yard (Commercial Feedlot). An enclosure designed for the purpose of concentrated feeding or fattening of livestock for commercial slaughter.

Livestock Sales Yard. An enclosure or structure designed or used for holding livestock for purposes of sale or transfer by auction, consignment, or other means.

Living History Museum: *A facility designed to depict and interpret everyday life and culture of some specific historic period using authentic buildings, tools, equipment and people to simulate past activities and events.*

Loading Space. An off-street space within a building or on the same lot with a building, used for the temporary parking of a commercial vehicle or truck while loading or unloading merchandise or materials and having direct access to a street or alley.

Lot. A *single* unit of land created by a subdivision of land that is intended as a unit for disposition, transfer of ownership or interest, or for development.

A. Lot Area. The total horizontal net area within the lot lines of a lot to mean that square footage of a lot that is free from public and private road right-of-ways or easements.

B. Lot, Corner. A lot abutting on two or more streets, other than alleys, at their intersection, provided the angle of intersection of the abutting streets does not exceed 135 degrees.

C. Lot Depth. The average horizontal distance between the front and rear lot lines.

D. Lot Line. The property line bounding a lot.

E. Lot Line, Front. The lot line separating a lot from a street other than an alley and, in the case of a corner lot, the shortest lot line along a street other than an alley.

F. Lot Line, Rear. The lot line opposite and most distant from the front lot line. In the case of an irregular, triangular, or other odd shaped lot, a line 10 feet in length within the lot, parallel to, and at a maximum distance from the front lot line.

G. Lot Line, Side. Any lot line other than a front or rear lot line bounding a lot.

H. Lot, Through or Double Frontage. A lot having frontage on two parallel or approximately parallel streets other than alleys.

I. Lot Width. The average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Medical Hardship: A temporary circumstance caused by serious illness or infirmity, and authorized by a licensed medical practitioner (Medical Doctor, Physicians Assistant or Nurse Practitioner).

Mining. All or any part of the process of mining minerals including removal of overburden and the extraction of natural mineral deposits by any method by which more than 1,000 cubic yards of minerals are extracted on land planned for farm use and 5,000 cubic yards of minerals are extracted on land planned for forest or industrial use or by which at least one acre of land is affected within a period of 12 consecutive months, including open-pit mining operations, auger mining operations, processing, surface impacts of underground mining, production of surface mining refuse and the construction of adjacent or off-site borrow pits (except those constructed for use as access roads). Surface mining does not include:

- A. Excavations of sand, gravel, clay, rock or other similar materials conducted by the landowner or tenant for the primary purpose of construction, reconstruction or maintenance of access roads on the same parcel, or on an adjacent parcel that is under the same ownership as the parcel that is being excavated;
- B. Excavation or grading operations, reasonably necessary for farming;
- C. Nonsurface effects of underground mining;
- D. Removal of rock, gravel, sand, silt or other similar substances removed from the beds or banks of any waters of this State pursuant to a permit issued under ORS 196.800 to 196.900; or
- E. Excavations or reprocessing of aggregate material, or grading operations, within the highway right of way reasonably necessary for the construction reconstruction or maintenance of a highway as defined in ORS 801.305. (MC OR-1-2013)

Mobile Home or Manufactured Dwelling.

A. A Residential Trailer, a structure constructed for movement on the public highways that has sleeping, cooking, and plumbing facilities, is intended for human occupancy, is being used for residential purposes, and was constructed before January 1, 1962.

B. A Mobile House, a structure constructed for movement on the public highways that has sleeping, cooking, and plumbing facilities, is intended for human occupancy, is being used for residential purposes, was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.

C. A Manufactured Home, a structure constructed for movement on the public highways that has sleeping, cooking, and plumbing facilities, is intended for human occupancy, is being used for residential purposes, and was constructed in accordance with Federal Manufactured Housing Construction and Safety Standards regulations in effect at the time of construction. (ORS 446.003(17))

D. Does not mean any building or structure subject to Structural Specialty Code adopted pursuant to ORS 455.100-450.

E. For the purposes of this document, it shall be immaterial whether such units or their components are placed on property for a temporary, semi-permanent, or permanent residence, or that the wheels are removed and the unit or component(s) are supported on posts, footings, or a foundation. This definition does not include Recreational Vehicles.

Mobile or Manufactured Home Park. Any place where 2 or more mobile or manufactured homes are parked within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

Mobile or Manufactured Home Subdivision. A subdivision intended to be occupied primarily or exclusively by mobile or manufactured homes.

Municipal Water Supply System. A domestic water supply source and distribution system owned and operated by a city or a county, or owned and operated by a special district or other public corporation that has independent tax-levying powers to support the system.

Natural Hazard Area. An area that is subject to natural events that are known to result in death or endanger the works of man, such as stream flooding, groundwater, flash flooding, erosion and deposition, landslides, earthquakes, weak foundation soils, and other hazards unique to a local or regional area.

Net Metering Power Facility: *A facility for the production of energy that:*

1. *Generates energy using means such as solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel in all zones which allow "Farm Use" and in the Exclusive Farm Use zone;*
2. *Is intended to offset part of the customer-generator's requirements for energy;*
3. *Will operate in parallel with a utility's existing transmission and distribution facilities;*
4. *Is consistent with generating capacity regulations as well as any other applicable requirements;*
5. *Is located on the same tract as the use(s) to which it is accessory and the power generating facility, tract, and use(s) are all under common ownership and management. {definition or code provisions}*

New Construction. Any structure for which the "start of construction" commenced on or after the effective date of this ordinance.

Non-Commercial/Stand Alone Power Generating Facility: *A facility for the production of energy that is similar to a net metering power facility except that :*

1. *Is intended to provide all of the generator's requirements for energy for the tract or the specific lawful accessory use that it is connected to; and*
2. *Operates as a standalone power generator not connected to a utility grid.*
{definition or code provision}

Natural Resources Conservation Service (NRCS) Web Soil Survey: *Official source of certified soils data available online that identifies agricultural land capability classes, developed and maintained by the Natural Resources Conservation Service.*

Nursery, Day. An institution, establishment, or place in which are commonly received at one time three or more children not of common parentage under the age of 14 years for a period or periods not exceeding 12 hours for the purpose of being given board, care, and training by someone other than parents or guardians for compensation or reward.

Nursing Home. Any home, institution, or other structure maintained or operating for the nursing and care of four or more ill or infirm adults not requiring hospital care or hospital facilities.

Open play field: *A large, grassy area with no structural improvements intended for outdoor games and activities by park visitors. The term does not include developed ballfields, golf courses or courts for racquet sports.*

Open Space. Consists of lands used for agricultural or forest uses, and any land area that would, if preserved and continued in its present use, conserve and enhance natural or scenic resources; protect air or streams or water supply; promote conservation of soils, wetlands, beaches, or marshes; conserve landscaped areas, such as public or private golf courses: that reduce pollution and enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or other open space, or geological and archaeological sites; promote orderly urban development; and minimize farm and non-farm conflicts.

Outdoor Mass Gathering: *A gathering that is an actual or reasonably anticipated assembly of more than 3,000 [more than 500] persons which continues or can reasonably be expected to continue for more than 24 consecutive hours but less than 120 hours within any three-month period and which is held primarily in open spaces and not in any permanent structure. Any decision for a permit to hold an outdoor mass gathering as defined by statute is not a land use decision and is appealable to circuit court. Outdoor mass gatherings do not include agri-tourism events and activities allowed under separate provisions.* {continue to review}

Owner. The owner of the title to real property or the authorized agent thereof, or the contract purchaser of real property of record as shown on the last available complete tax assessment roll or county recorder's records.

Parcel. A single unit of land created by a partition *plat governed by the Morrow County Subdivision Ordinance*(~~ORS 92.040(6)~~). A parcel may also be a single unit of land described by deed and created prior to the establishment of the Morrow County Subdivision Ordinance (June 6, 1980).

Parking Space. A clear, off-street area for the temporary parking or storage of one automobile.

Person. A natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Personal use airport: *An airstrip restricted, except for aircraft emergencies, to use by the owner, and, on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations.*

Preparation: *Preparation includes but is not limited to the cleaning, treatment, sorting, or packaging of the products or by-products.*

Primary or Principal Use. The first use to which property is or may be devoted, and to which all other uses on the premises are derived as accessory or secondary uses. As used relative to dwelling units, the primary dwelling would be the first dwelling unit to be located on a specific parcel or lot.

Primary processing of forest products: *The initial treatments of logs or other forest plant or fungi materials to prepare them for shipment for further processing or to market, including, but not limited to, debarking, peeling, drying, cleaning, sorting, chipping, grinding, sawing, shaping, notching, biofuels conversion, or other similar methods of initial treatments.*

Principally Engaged In Farm Use: *As it refers to primary farm dwellings and accessory farm dwellings, a person is principally engaged in the farm use of the land when the amount of time that an occupant of the dwelling is engaged in farm use of the property is similar to the average number of hours that is typically required for a full-time employee of the relevant type of farm use, whether that person is employed off the farm or not. Only one resident of a household need meet the "principally engaged" test, or the test may be met collectively by more than one household member.*

Private Park: *Land that is used for low impact, casual recreational uses such as picnicking, boating, fishing, swimming, camping, and hiking or nature-oriented recreational uses such as viewing and studying nature and wildlife habitat, and may include play areas and accessory facilities that support the activities listed above, but does not include tracks for motorized vehicles or areas for target practice or the discharge of firearms.*

Processed: *As it applies to farm stands, processed crops and livestock means farm products that have been converted into other products through canning, drying, baking, freezing, pressing, butchering or other similar means of adding value to the farm product, including the addition of incidental ingredients, but not including the conversion of farm products into food items that are prepared on-site or intended for on-site consumption.*

Processing, Mineral: Processing, as defined by ORS 517.750, includes, but is not limited to, crushing, washing, milling and screening as well as the batching and blending of mineral aggregate into asphalt and Portland cement concrete located within the operating permit area. (MC OR-1-2013)

Products or by-products raised on such land: Those products or by-products are raised on the farm operation where the preparation occurs or on other farm land provided the preparation is occurring only on land being used for the primary purpose of obtaining a profit in money from the farm use of the land.

Public or Semi-Public Use. A use owned or operated by a public, governmental, or non-profit organization for the benefit of the public generally. This does not include landfill sites, garbage dumps, or utility facilities.

Public Park: A public area intended for open space and outdoor recreation use that is owned and managed by a city, county, regional government, state or federal agency, or park district and that may be designated as a public park in the Morrow County Comprehensive Plan and this Zoning Ordinance.

Recreation Facility or Area. An indoor or outdoor area devoted to facilities and equipment for recreational purposes, including swimming pools, tennis courts, playgrounds, and other similar uses, whether the use of such area is limited to private membership or open to the public on payment of a fee, or an area designated by the landowner for picnicking and offered to the general public, whether or not a fee or charge is made for such accommodations.

Recreational Vehicle (RV). A unit with or without motive power, that is designed for human occupancy and is to be used temporarily for recreational, seasonal or emergency purposes. Recreational vehicles include:

A. Truck Camper. A portable unit which has a roof, floor and sides and is designed to be loaded on and off the bed of a truck or pick-up truck.

B. Camping Trailer. A vehicle unit mounted on wheels and constructed with collapsible partial side walls which fold when the unit is towed by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping or travel use.

C. Travel Trailer. A vehicular unit which has a roof, floor and sides and is mounted on wheels, but which is not of such size or weight as to require special highway movement permits when towed by a motorized vehicle.

D. Motor Home. A vehicular unit built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van which is an integral part of the complete vehicle.

Recreational Vehicle (RV) Park. An area or tract of land used or designed to accommodate two or more Recreational Vehicles, tents or outfits, including cabins, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee. RV Parks could be occupied indefinitely if certain conditions are met.

Relative. Child, parent, stepparent, grandchild, grandparent, stepgrandparent, sibling, stepsibling, niece, nephew or first cousin of either.

Right of Way. The area between the boundary lines of a street, road, or easement.

Road or Street. A public or private way created to provide ingress or egress for persons to one or more lots, parcels, areas, or tracts of land, excluding a private way that is created to provide ingress or egress to such land in conjunction with the use of such land for forestry, mining, or agricultural purposes.

Roadway. That portion of a street or road right of way developed for vehicular traffic.

Setback (yard). An open space on a lot, which is unobstructed from the ground upward except as otherwise provided in this Ordinance.

A. Setback, Front. A setback between side lot lines and measured horizontally at right angles to the front lot line from the front lot line to the nearest point of a building.

B. Setback, Rear. A yard between side lot lines and measured horizontally at right angles to the rear lot line from the rear lot line to the nearest point of a building.

C. Setback, Side. A setback between the front and rear yards measured horizontally and at right angles from the side lot line to the nearest point of a building.

D. Setback, Street Side. A setback adjacent to a street between the front setback and rear lot line measured horizontally and at right angles from the side lot line to the nearest point of a building.

Skirting. A weather resistant material used to enclose the space below the manufactured structure.

Sign. An identification, description, illustration, or device that is affixed to or represented, directly or indirectly, on a building, structure, or land, and that directs attention to a product, place, activity, person, institution, or business. Each display surface of a sign other than two surfaces parallel and back to back on the same structure shall be considered a sign.

Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Stable. A detached accessory building for the keeping of horses owned by the occupants of the premises and not kept for remuneration or profit, or such a facility for the keeping of horses not owned by the occupants of the premises whether or not a fee is charged.

Start of Construction. The first placement of permanent construction of a structure (other than a mobile or manufactured home) on a site, such as the pouring of slabs or footings or any work beyond the preparation, such as clearing, grading and filling. It does not include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not as part of the main structure. For a structure (other than a mobile or manufactured home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling or foundations. For mobile or manufactured homes not within a mobile home park or mobile home subdivision, "start of

construction" means the affixing of the mobile home to its permanent site. For mobile or manufactured homes within mobile home parks or mobile home subdivisions, "start of construction" is the date on which the mobile or manufactured home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.

Storage Structures for Emergency Supplies: Structures to accommodate those goods, materials and equipment required to meet the essential and immediate needs of an affected population in a disaster. Such supplies include food, clothing, temporary shelter materials, durable medical goods and pharmaceuticals, electric generators, water purification gear, communication equipment, tools and other similar emergency supplies.

Structure. Something constructed or built and having a fixed base on, or fixed connection to, the ground or another structure. Also anything constructed, erected or air-inflated, permanent or temporary, which requires location on the ground. Among other things, structure includes buildings, walls, fences, billboards, poster panels, food stands, in ground swimming pools, and parking lots. Retaining walls less than four (4) feet in height are not considered structures for the sake of general property line setbacks.

Tax Lot. A unit of land assigned by the Department of Revenue for the sole purpose of real estate taxation.

Temporary Structure or Use: A non-permanent structure, or one used for a limited time, or a use or activity that is of a limited duration.

Tract: one or more contiguous lots or parcels under the same ownership.

Traffic Impact Analysis (TIA). A study conducted to identify the impacts from a new development or increased use of an existing facility. (MC-C-8-98)

Trailer. Any portable unit designed and built to be towed on its own chassis, consisting of frame and wheels and that does not fall within the definitions of Recreational Vehicle, Residential Trailer, Mobile House, or Manufactured Home. This definition includes boat trailers, bunk trailers, portable schoolrooms, and industrial, commercial or public offices and accessory uses.

Travelers Accommodations. Any establishment having rooms or apartments rented or kept for rent on a daily or weekly basis to travellers or transients for a charge or fee paid or to be paid for rental or use of facilities.

Truck Stop. Any building, premise or land in or on which the service of dispensing motor fuel or other petroleum products directly into trucks or motor vehicles is rendered. A truck stop may include the sale of accessories or equipment for trucks or similar motor vehicles and may also include the maintenance, servicing, storage, or repair of commercially licensed trucks or motor vehicles.

Use. The purpose for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Utility Facility. Any major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or

~~byproducts, and including power transmission lines, major trunk pipelines, power substations, dams, water towers, sewage lagoons, sanitary landfills, and similar facilities, but excluding local sewer, water, gas, telephone and power distribution lines, and similar minor facilities allowed in any zone.~~

Utility Facilities Necessary for Public Service: Any facility owned or operated by a public, private or cooperative company for the transmission, distribution or processing of its products or for the disposal of cooling water, waste or by-products, and including, major trunk pipelines, water towers, sewage lagoons, cell towers, electrical transmission facilities (except transmission towers over 200' in height) including substations not associated with a commercial power generating facility, and other similar facilities.

Utility facility service lines: Utility lines of the necessary voltage to serve the area, including those up to 230 kilovolts, and associated facilities or structures that ultimately end at the point where the utility service is received by the customer, and that are located on one or more of the following:

1. A public right-of-way;
2. Land immediately adjacent to a public right-of-way, provided the written consent of all adjacent property owners has been obtained; or
3. The property to be served by the utility.

Youth Camp: A facility either owned or leased, and operated by a state or local government, or a nonprofit corporation, to provide an outdoor recreational and educational experience primarily for the benefit of persons 21 years of age and younger. Youth camps do not include any manner of juvenile detention center or juvenile detention facility.

Yurt. A round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hookup or internal cooking appliance.

Zoning Permit. An authorization issued prior to a building permit, or commencement of a use subject to administrative review, stating that the proposed use is in accordance with the requirements of the corresponding land use zone.

SECTION 1.040. COMPLIANCE WITH ORDINANCE PROVISIONS.

- A. A lot may be used and a structure or part of a structure may be constructed, reconstructed, altered, occupied, or used only as this ordinance permits.
- B. No lot area, yard, or other open space existing on or after the effective date of this ordinance shall be reduced below the minimum required for it by this ordinance.
- C. No lot area, yard, or other open space that is required by this ordinance for one use shall be used as the required lot area, yard, or open space for another use.

SECTION 1.050. ZONING PERMIT.

Prior to the construction, reconstruction, alteration, or change of use of any structure larger than 100 square feet or use for which a zoning permit is required, a zoning permit for such construction, reconstruction, alteration, or change of use or uses shall be obtained from the Planning Director or authorized agent thereof. A zoning permit shall become void after 1 year unless the development action has commenced. A 12-month extension may be granted when submitted to the Planning Department prior to the expiration of the approval period.

SECTION 1.060. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restriction.

SECTION 1.070. ADMINISTRATIVE TERMINOLOGY AND CONSTRUCTION.

A. Terminology. The word "County" shall mean the County of Morrow, Oregon. The words "County Court" and "Court" as well as "Board of Commissioners" and "Board" shall mean the ~~County Court of the County of Morrow~~ County Board of Commissioners. The words "Planning Commission" and "Commission" shall mean the County Planning Commission of the County of Morrow duly appointed by the Morrow County Board of Commissioners ~~County Court~~. The words "Planning Director," "County Roadmaster," "County Clerk," "County Surveyor," "Tax Collector," and "Assessor" shall mean the Planning Director, County Roadmaster, County Clerk, County Surveyor, Tax Collector, and Assessor of the County of Morrow, as applicable.

B. Construction. Words used in the present tense include the future tense; words used in the singular include the plural and words used in the plural include the singular; the word "shall" is mandatory; the word "may" is permissive; the masculine shall include the feminine and neuter.

SECTION 3.010. EXCLUSIVE FARM USE, EFU ZONE

A. Purpose. The purpose of the Exclusive Farm Use Zone is to preserve, protect and maintain agricultural lands for farm use, consistent with historical, existing and future needs, including economic needs, which pertain to the production of agricultural products. The EFU Zone is also intended to allow other uses that are compatible with agricultural activities, such as forest use, fish and wildlife habitat, and to maintain, improve, and utilize the quality of air, water and land resources of the county. It is also the purpose of the EFU Zone to qualify farms for farm use valuation under the provisions of Oregon Revised Statute (ORS) Chapter 308.

The EFU Zone has been applied to lands designated as Agriculture in the Comprehensive Plan (except for lands Zoned Space Age Industrial). The provisions of the EFU Zone reflect the agricultural policies of the Comprehensive Plan as well as the requirements of ORS Chapter 215 and Oregon Administrative Rule (OAR) Chapter 660 Division 33. The minimum parcel size and other standards established by this Zone are intended to promote commercial agricultural operation.

B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

1. Farm use.
2. Propagation or harvesting of a forest product.
3. Agricultural buildings customarily provided in conjunction with farm use.
4. Creation of, restoration of, or enhancement of wetlands.
5. Operations for the exploration for and production of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the wellhead.
6. Operations for the exploration for minerals as defined by ORS 517.750.
7. Climbing and passing lanes within the right of way existing as of July 1, 1987.
8. Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.
9. Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.

10. Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.
11. Irrigation reservoirs, canals, delivery lines and those structures and accessory operational facilities, not including parks or other recreational structures and facilities, associated with a district as defined in ORS 540.505.
12. Fire service facilities providing rural fire protection services.
13. Onsite filming and activities accessory to onsite filming for 45 days or less as provided for in ORS 215.306.
14. Firearms training facility in existence on September 9, 1995.
15. An outdoor mass gathering of more than 3,000 persons that is expected to continue for more than 24 hours but less than 120 hours in any three-month period, as provided in ORS 433.735.
16. A site for the takeoff and landing of model aircraft subject to Subsection D.12.
17. A facility for the processing of farm crops, biofuel or poultry subject to Subsection D.1.
18. Dog training classes or testing trials subject to Subsection D.4.
19. Farm stands subject to Subsection D.5.
20. A winery subject to ORS 215.452-.456
21. Agri-tourism and other commercial events or activities subject to Section J.
22. Land application of reclaimed water, agricultural or industrial process water or biosolids subject to Subsection D.8.
23. Utility facility service lines subject to Subsection D.9.
24. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.
25. Churches, and cemeteries in conjunction with churches, subject to Subsection D.17. This use is not permitted on high-value farmland except that existing churches on high-value farmland may be expanded subject to Subsection D.19.

26. Any outdoor gathering of more than 3,000 persons that is anticipated to continue for more than 120 hours in any three-month period is subject to review by a county planning commission under ORS 433.763.

27. Dwelling customarily provided in conjunction with farm use subject to Subsection D.18 and Section E.

28. A dwelling on property used for farm use located on the same lot or parcel as the dwelling of the farm operator, and occupied by a relative of the farm operator or farm operator's spouse if the farm operator does, or will, require the assistance of the relative in the management of the farm use subject to Subsections D.3, and D.18.

29. Accessory farm dwellings for year-round and seasonal farm workers subject to Subsection D.18 and Section F.

30. One single-family lot of record dwelling on a lawfully created lot or parcel subject to Subsection D.18 and Section G.

31. Single-family residential dwelling, not provided in conjunction with farm use subject to Subsection D.18 and Section H.

32. Replacement dwelling to be used in conjunction with farm use if the existing dwelling has been listed in a county inventory as historic property as defined in ORS 358.480 and listed on the National Register of Historic Places subject to Subsection D.18.

33. Alteration, restoration, or replacement of a lawfully established dwelling subject to Subsection D.18 and Section I.

C. Conditional Uses. The following uses are permitted subject to county review, any specific standards for the use set forth in Section D, Article 6, the general standards for the zone, and any other applicable standards and review process in the ordinance:

1. A facility for the primary processing of forest products subject to Subsection D.2.

2. The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission or insect species.

3. Temporary hardship dwelling subject to Subsection D.18 and Article 7.

4. Residential home as defined in ORS 197.660, in existing dwellings, subject to Subsection D.18.

5. Room and board arrangements for a maximum of five unrelated persons in existing residences subject to Subsection D.18.

6. Parking of up to seven log trucks.

7. Home occupations as provided in Article 6.
8. Commercial dog boarding kennels, as provided in Article 6, or dog training classes or testing trials that cannot be established under Subsection B.18.
9. A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS 671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.
10. Commercial activities in conjunction with farm use, including the processing of farm crops into biofuel not permitted under Subsection B.17, but excluding activities in conjunction with a marijuana crop, and subject to D.6.
11. Guest ranches subject to temporary provisions relating to guest ranches in ORS 215.
12. Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted.
13. Operations conducted for mining, crushing or stockpiling of aggregate and other mineral and other subsurface resources subject to ORS 215.298.
14. Processing as defined by ORS 517.750 of aggregate into asphalt or portland cement.
15. Processing of other mineral resources and other subsurface resources.
16. Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.
17. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels.
18. Improvement of public road and highway related facilities, such as maintenance yards, weigh stations and rest areas, where additional property or right of way is required but not resulting in the creation of new land parcels.
19. Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.
20. Personal-use airports for airplanes and helicopter pads, including associated hangar, maintenance and service facilities subject to Subsection D.7.
21. Utility and transmission towers over 200 feet in height.
22. Commercial utility facilities for the purpose of generating power for public use by sale, not including wind power generation facilities or photovoltaic solar power generation facilities subject to Subsection K.1.

23. Wind power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale subject to Subsection K.2.
24. Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale subject to Subsection K.3.
25. A site for the disposal of solid waste for which a permit has been granted under ORS 459.245 by the Department of Environmental Quality together with equipment, facilities or buildings necessary for its operation. This use is not permitted on high-value farmland except that existing facilities on high-value farmland may be expanded subject to Subsection D.19 and Article 6.
26. Composting facilities for which a permit has been granted by the Department of Environmental Quality under ORS 459.245 and OAR 340-093-0050 and 340-096-0060 subject to Subsection D.11. This use is not permitted on high-value farmland except that existing facilities on high-value farmland may be expanded subject to Subsection D.19.
27. Onsite filming and activities accessory to onsite filming for more than 45 days as provided for in ORS 215.306.
28. Living history museum and subject to Subsections D.13 and D.17.
29. Public parks and playgrounds subject to Subsections D.14 and D.17.
30. Expansion of existing county fairgrounds and activities directly relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.
31. Operations for the extraction and bottling of water.
32. Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located, subject to Subsection D.17. This use is not permitted on high value farmland except that existing schools on high value farmland may be expanded subject to D.19.
33. Private parks, playgrounds, hunting and fishing preserves, and campgrounds subject to Subsections D.15 and D.17. This use is not permitted on high value farmland except that existing private parks on high value farmland may be expanded subject to Subsection D.19.
34. Golf courses subject to Subsections D.16 and D.17. This use is not permitted on high value farmland as defined in ORS 195.300 except that existing golf courses on high-value farmland may be expanded subject to Subsection D.19.

D. Use Standards

1. A farm on which a processing facility is located must provide at least one-quarter of the farm crops processed at the facility. A farm may also be used for an establishment for the slaughter, processing or selling of poultry or poultry products pursuant to ORS 603.038. If a building is established or used for the processing facility or establishment, the farm operator may not devote more than 10,000 square feet of floor area to the processing facility or establishment, exclusive of the floor area designated for preparation, storage or other farm use. A processing facility or establishment must comply with all applicable siting standards but the standards may not be applied in a manner that prohibits the siting of the processing facility or establishment. A county may not approve any division of a lot or parcel that separates a processing facility or establishment from the farm operation on which it is located.

2. A facility for the primary processing of forest products shall not seriously interfere with accepted farming practices and shall be compatible with farm uses as defined in Section 1.030 of this Ordinance. Such facility may be approved for a one-year period that is renewable and is intended to be only portable or temporary in nature. The primary processing of a forest product, as used in this Section, means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market. Forest products as used in this Section means timber grown upon a tract where the primary processing facility is located.

3. To qualify for a relative farm help dwelling:

a. A dwelling shall be occupied by relatives whose assistance in the management and farm use of the existing commercial farming operation is required by the farm operator. However, farming of a marijuana crop may not be used to demonstrate compliance with the approval criteria for a relative farm help dwelling. The farm operator shall continue to play the predominant role in the management and farm use of the farm.

b. A relative farm help dwelling must be located on the same lot or parcel as the dwelling of the farm operator and must be on real property used for farm use.

4. Dog training classes or testing trials conducted outdoors, or in farm buildings that existed on January 1, 2013, are limited as follows:

a. The number of dogs participating in training does not exceed 10 per training class and the number of training classes to be held on-site does not exceed six per day; and

b. The number of dogs participating in a testing trial does not exceed 60 and the number of testing trials to be conducted on-site does not exceed four per calendar year.

5. A farm stand may be approved if:

a. The structures are designed and used for sale of farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items and fee-based activity to promote the sale of farm crops or livestock sold at the farm stand if the annual sales of the incidental items and fees from promotional activity do not make up more than 25 percent of the total annual sales of the farm stand; and

b. The farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings or public entertainment.

c. As used in this Section, "farm crops or livestock" includes both fresh and processed farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area.

d. As used in this Subsection, "processed crops and livestock" includes jams, syrups, apple cider, animal products and other similar farm crops and livestock that have been processed and converted into another product but not prepared food items.

e. As used in this Section, "local agricultural area" includes Oregon or an adjacent county in Washington, Idaho, Nevada or California that borders the Oregon county in which the farm stand is located.

f. A farm stand may not be used for the sale, or to promote the sale, of marijuana products or extracts.

g. Farm Stand Development Standards

(1) Adequate off-street parking will be provided pursuant to the requirements in Article 4 of this Ordinance.

(2) Roadways, driveway aprons, driveways and parking surfaces shall be surfaces that prevent dust, and may include paving, gravel, cinders, or bark/wood chips.

(3) All vehicle maneuvering will be conducted on site. No vehicle backing or maneuvering shall occur within adjacent roads, streets or highways.

(4) No farm stand building or parking is permitted within the right-of-way.

(5) Approval is required from County Public Works regarding adequate egress and access. All egress and access points shall be clearly marked.

(6) Vision clearance areas at street intersections must be clear of obstruction, consistent with the requirements in Article 4 of this Ordinance.

(7) All outdoor light fixtures shall be directed downward, and have full cutoff and full shielding to preserve views of the night sky and to minimize excessive light spillover onto adjacent properties, roads and highways.

(8) Signs are permitted where consistent with the requirements of Article 4 of this Ordinance.

h. Permit approval is subject to compliance with the established sanitation requirements, the -Department of Agriculture requirements, and the development standards of this zone.

6. Commercial activities in conjunction with farm use may be approved when:

a. The commercial activity is either exclusively or primarily a customer or supplier of farm products;

b. The commercial activity is limited to providing products and services essential to the practice of agriculture by surrounding agricultural operations that are sufficiently important to justify the resulting loss of agricultural land to the commercial activity; or

c. The commercial activity significantly enhances the farming enterprises of the local agricultural community, of which the land housing the commercial activity is a part. Retail sales of products or services to the general public that take place on a parcel or tract that is different from the parcel or tract on which agricultural product is processed, such as a tasting room with no on-site winery, are not commercial activities in conjunction with farm use.

7. A personal-use airport, as used in this Section, prohibits aircraft other than those owned or controlled by the owner of the airstrip. Exceptions to the activities allowed under this definition may be granted through waiver action by the Oregon Department of Aviation in specific instances. A personal-use airport lawfully existing as of September 13, 1975, shall continue to be allowed subject to any applicable rules of the Oregon Department of Aviation.

8. Agricultural process or industrial process water or biosolids for agricultural, horticultural or silvicultural production, or for irrigation in connection with a use allowed in an EFU zone is subject to the issuance of a license, permit or other approval by the Department of Environmental Quality under ORS 454.695, 459.205, 468B.050, 468B.053 or 468B.055, or in compliance with rules adopted under 468B.095, and with the requirements of ORS 215.246, 215.247, 215.249 and 215.251.

9. Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:

a. A public right of way;

b. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or

c. The property to be served by the utility.

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

(a) Technical and engineering feasibility;

(b) The proposed facility is locationally-dependent. A utility facility is locationally-dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

(c) Lack of available urban and nonresource lands;

(d) Availability of existing rights of way;

(e) Public health and safety; and

(f) Other requirements of state and federal agencies.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

(1) An applicant demonstrates that the entire route of the associated transmission line meets at least one of the following requirements:

(a) The associated transmission line is not located on high-value farmland, as defined in ORS 195.300, or on arable land;

(b) The associated transmission line is co-located with an existing transmission line;

(c) The associated transmission line parallels an existing transmission line corridor with the minimum separation necessary for safety; or

(d) The associated transmission line is located within an existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground.

(2) After an evaluation of reasonable alternatives, an applicant demonstrates that the entire route of the associated transmission line meets, subject to Subsections D.10.b(3) and (4), two or more of the following criteria:

(a) Technical and engineering feasibility;

(b) The associated transmission line is locationally-dependent because the associated transmission line must cross high-value farmland, as defined in ORS 195.300, or arable land to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

(c) Lack of an available existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground;

(d) Public health and safety; or

(e) Other requirements of state or federal agencies.

(3) As pertains to Subsection (2), the applicant shall demonstrate how the applicant will mitigate and minimize the impacts, if any, of the associated transmission line on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on the surrounding farmland.

(4) The county may consider costs associated with any of the factors listed in Subsection (2), but consideration of cost may not be the only consideration in determining whether the associated transmission line is necessary for public service.

11. Composting operations and facilities shall meet the performance and permitting requirements of the Department of Environmental Quality under OAR 340-093-0050 and 340-096-0060. Buildings and facilities used in conjunction with the composting operation shall only be those required for the operation of the subject facility. Onsite sales shall be limited to bulk loads of at least one unit (7.5 cubic yards) in size that are transported in one vehicle. This use is not permitted on high value farmland except that existing facilities on high value farmland may be expanded subject to Subsection D.19.

a. Compost facility operators must prepare, implement and maintain a site-specific Odor Minimization Plan that:

(1) Meets the requirements of OAR 340-096-0150;

(2) Identifies the distance of the proposed operation to the nearest residential zone;

(3) Includes a complaint response protocol;

(4) Is submitted to the DEQ with the required permit application; and

(5) May be subject to annual review by the county to determine if any revisions are necessary.

b. Compost operations subject to Section D.11.a include:

- (1) A new disposal site for composting that sells, or offers for sale, resulting product;
or
- (2) An existing disposal site for composting that sells, or offers for sale, resulting product that:
- (3) Accepts as feedstock nonvegetative materials, including dead animals, meat, dairy products and mixed food waste (type 3 feedstock); or
- (4) Increases the permitted annual tonnage of feedstock used by the disposal site by an amount that requires a new land use approval.

12. Buildings and facilities associated with a site for the takeoff and landing of model aircraft shall not be more than 500 square feet in floor area or placed on a permanent foundation unless the building or facility preexisted the use approved under this Section. The site shall not include an aggregate surface or hard surface area unless the surface preexisted the use approved under this Section. An owner of property used for the purpose authorized in this Section may charge a person operating the use on the property rent for the property. An operator may charge users of the property a fee that does not exceed the operator's cost to maintain the property, buildings and facilities. As used in this Section, "model aircraft" means a small-scale version of an airplane, glider, helicopter, dirigible or balloon that is used or intended to be used for flight and is controlled by radio, lines or design by a person on the ground.

13. A living history museum shall be related to resource based activities and shall be owned and operated by a governmental agency or a local historical society. A living history museum may include limited commercial activities and facilities that are directly related to the use and enjoyment of the museum and located within authentic buildings of the depicted historic period or the museum administration building, if areas other than an exclusive farm use zone cannot accommodate the museum and related activities or if the museum administration buildings and parking lot are located within one quarter mile of an urban growth boundary. "Local historical society" means the local historical society, recognized as such by the county governing body and organized under ORS Chapter 65.

14. Public parks may include:

- a. All outdoor recreation uses allowed under ORS 215.213 or 215.283.
- b. The following uses, if authorized in a local or park master plan that is adopted as part of the local comprehensive plan, or if authorized in a state park master plan that is adopted by OPRD:
 - (1) Campground areas: recreational vehicle sites; tent sites; camper cabins; yurts; teepees; covered wagons; group shelters; campfire program areas; camp stores;

(2) Day use areas: picnic shelters, barbecue areas, swimming areas (not swimming pools), open play fields, play structures;

(3) Recreational trails: walking, hiking, biking, horse, or motorized off-road vehicle trails; trail staging areas;

(4) Boating and fishing facilities: launch ramps and landings, docks, moorage facilities, small boat storage, boating fuel stations, fish cleaning stations, boat sewage pumpout stations;

(5) Amenities related to park use intended only for park visitors and employees: laundry facilities; recreation shops; snack shops not exceeding 1500 square feet of floor area;

(6) Support facilities serving only the park lands wherein the facility is located: water supply facilities, sewage collection and treatment facilities, storm water management facilities, electrical and communication facilities, restrooms and showers, recycling and trash collection facilities, registration buildings, roads and bridges, parking areas and walkways;

(7) Park Maintenance and Management Facilities located within a park: maintenance shops and yards, fuel stations for park vehicles, storage for park equipment and supplies, administrative offices, staff lodging; and

(8) Natural and cultural resource interpretative, educational and informational facilities in state parks: interpretative centers, information/orientation centers, self-supporting interpretative and informational kiosks, natural history or cultural resource museums, natural history or cultural educational facilities, reconstructed historic structures for cultural resource interpretation, retail stores not exceeding 1500 square feet for sale of books and other materials that support park resource interpretation and education.

c. Visitor lodging and retreat facilities if authorized in a state park master plan that is adopted by OPRD: historic lodges, houses or inns and the following associated uses in a state park retreat area only:

(1) Meeting halls not exceeding 2000 square feet of floor area;

(2) Dining halls (not restaurants).

15. Private Campgrounds are subject to the following:

a. Except on a lot or parcel contiguous to a lake or reservoir, private campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR chapter 660, division 4. A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites. Campgrounds shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive six-month period.

b. Campsites may be occupied by a tent, travel trailer, yurt or recreational vehicle. Separate sewer, water or electric service hook-ups shall not be provided to individual camp sites except that electrical service may be provided to yurts allowed by Subsection c.

c. A private campground may provide yurts for overnight camping. No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt. The yurt shall be located on the ground or on a wood floor with no permanent foundation.

16. Accessory uses provided as part of a golf course shall be limited consistent with the following standards:

a. An accessory use to a golf course is a facility or improvement that is incidental to the operation of the golf course and is either necessary for the operation and maintenance of the golf course or that provides goods or services customarily provided to golfers at a golf course. An accessory use or activity does not serve the needs of the non-golfing public. Accessory uses to a golf course may include: Parking; maintenance buildings; cart storage and repair; practice range or driving range; clubhouse; restrooms; lockers and showers; food and beverage service; pro shop; a practice or beginners course as part of an 18 hole or larger golf course; or golf tournament. Accessory uses to a golf course do not include: Sporting facilities unrelated to golfing such as tennis courts, swimming pools, and weight rooms; wholesale or retail operations oriented to the non-golfing public; or housing;

b. Accessory uses shall be limited in size and orientation on the site to serve the needs of persons and their guests who patronize the golf course to golf. An accessory use that provides commercial services (e.g., pro shop, etc.) shall be located in the clubhouse rather than in separate buildings; and

c. Accessory uses may include one or more food and beverage service facilities in addition to food and beverage service facilities located in a clubhouse. Food and beverage service facilities must be part of and incidental to the operation of the golf course and must be limited in size and orientation on the site to serve only the needs of persons who patronize the golf course and their guests. Accessory food and beverage service facilities shall not be designed for or include structures for banquets, public gatherings or public entertainment.

17. Three-mile setback. For uses subject to Subsection 17:

a. No enclosed structure with a design capacity greater than 100 people, or group of structures with a total design capacity of greater than 100 people, shall be approved in connection with the use within three miles of an urban growth boundary, unless an exception is approved pursuant to ORS 197.732 and OAR chapter 660, division 4, or unless the structure is described in a master plan adopted under the provisions of OAR chapter 660, division 34.

b. Any enclosed structures or group of enclosed structures described in Subsection a within a tract must be separated by at least one-half mile. For purposes of this Subsection, "tract" means a tract that is in existence as of June 17, 2010.

c. Existing facilities wholly within a farm use zone may be maintained, enhanced or expanded on the same tract, subject to other requirements of law, but enclosed existing structures within a farm use zone within three miles of an urban growth boundary may not be expanded beyond the requirements of this ordinance.

18. Single-family dwelling deeds. The landowner shall sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

19. Expansion standards. Existing facilities wholly within a farm use zone may be maintained, enhanced or expanded on the same tract, subject to other requirements of law. An existing golf course may be expanded consistent with the requirements of Subsection C.34 and Article 6.

E. Dwellings Customarily Provided in Conjunction with Farm Use

1. Large Tract Standards. On land not identified as high-value farmland as defined in Article 1, a dwelling may be considered customarily provided in conjunction with farm use if:

a. The parcel on which the dwelling will be located is at least

(1) 160 acres and not designated rangeland; or;

(2) 320 acres and designated rangeland

b. The subject tract is currently employed for farm use.

c. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the subject tract, such as planting, harvesting, marketing or caring for livestock, at a commercial scale.

d. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on the subject tract.

2. Farm Income Standards (non-high value). On land not identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if:

a. The subject tract is currently employed for the farm use on which, in each of the last two years or three of the last five years, or in an average of three of the last five years, the farm operator earned the lower of the following:

(1) At least \$40,000 in gross annual income from the sale of farm products; or

(2) Gross annual income of at least the midpoint of the median income range of gross annual sales for farms in the county with gross annual sales of \$10,000 or more according to the 1992 Census of Agriculture, Oregon; and

b. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on lands designated for exclusive farm use pursuant to ORS Chapter 215 owned by the farm or ranch operator or on the farm or ranch operation;

c. The dwelling will be occupied by a person or persons who produced the commodities that grossed the income in Subsection a; and

d. In determining the gross income required by Subsection a:

(1) The cost of purchased livestock shall be deducted from the total gross income attributed to the farm or ranch operation;

(2) Only gross income from land owned, not leased or rented, shall be counted; and

(3) Gross farm income earned from a lot or parcel that has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.

3. Farm Income Standards (high-value). On land identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if:

- a. The subject tract is currently employed for the farm use on which the farm operator earned at least \$80,000 in gross annual income from the sale of farm products in each of the last two years or three of the last five years, or in an average of three of the last five years; and
- b. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on lands designated for exclusive farm use owned by the farm or ranch operator or on the farm or ranch operation; and
- c. The dwelling will be occupied by a person or persons who produced the commodities that grossed the income in Subsection a;
- d. In determining the gross income required by Subsection a:
 - (1) The cost of purchased livestock shall be deducted from the total gross income attributed to the farm or ranch operation;
 - (2) Only gross income from land owned, not leased or rented, shall be counted; and
 - (3) Gross farm income earned from a lot or parcel that has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.

4. Farm Capability Standards.

- a. On land not identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if:
 - (1) The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of generating at least \$10,000 in annual gross sales that are located within a study area that includes all tracts wholly or partially within one mile from the perimeter of the subject tract;
 - (2) The subject tract is capable of producing at least the median level of annual gross sales of county indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in Subsection (1);
 - (3) The subject tract is currently employed for a farm use, , at a level capable of producing the annual gross sales required in Subsection (1);
 - (4) The subject lot or parcel on which the dwelling is proposed is not less than 20 acres;
 - (5) Except for seasonal farmworker housig approved prior to 2001, there is no other dwelling on the subject tract;

(6) The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the subject tract, such as planting, harvesting, marketing or caring for livestock, at a commercial scale; and

(7) If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to the establishment of the farm use required by Subsection (3).

(8) In determining the gross sales capability required by Subsection (3):

(a) The actual or potential cost of purchased livestock shall be deducted from the total gross sales attributed to the farm or ranch tract;

(b) Only actual or potential sales from land owned, not leased or rented, shall be counted; and

(c) Actual or potential gross farm sales earned from a lot or parcel that has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.

b. In order to identify the commercial farm or ranch tracts to be used in Subsection (1), the potential gross sales capability of each tract in the study area, including the subject tract, must be determined, using the gross sales figures prepared by the county pursuant to OAR 660-033-0135(2)(c).

5. Additional Farm Income Standards.

a. For the purpose of Subsections 2 or 3, noncontiguous lots or parcels zoned for farm use in the same county or contiguous counties may be used to meet the gross income requirements. Lots or parcels in eastern or western Oregon may not be used to qualify a dwelling in the other part of the state.

b. Prior to the final approval for a dwelling authorized by Subsections 2 and 3 that requires one or more contiguous or non-contiguous lots or parcels of a farm or ranch operation to comply with the gross farm income requirements, the applicant shall complete and record with the county clerk the covenants, conditions, and restrictions form provided by the county (Exhibit A to OAR Chapter 660 Division 33). The covenants, conditions and restrictions shall be recorded for each lot or parcel subject to the application for the primary farm dwelling and shall preclude:

(1) All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed by ORS Chapter 215; and

(2) The use of any gross farm income earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling.

c. The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located;

6. Commercial Dairy Farm Standards. A dwelling may be considered customarily provided in conjunction with a commercial dairy farm and capable of earning the gross annual income requirements by Subsections 2 or 3 above, subject to the following requirements:

a. The subject tract will be employed as a commercial dairy as defined in Subsection g;

b. The dwelling is sited on the same lot or parcel as the buildings required by the commercial dairy;

c. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on the subject tract;

d. The dwelling will be occupied by a person or persons who will be principally engaged in the operation of the commercial dairy farm, such as the feeding, milking or pasturing of the dairy animals or other farm use activities necessary to the operation of the commercial dairy farm;

e. The building permits, if required, have been issued for and construction has begun for the buildings and animal waste facilities required for a commercial dairy farm; and

f. The Oregon Department of Agriculture has approved the following:

(1) A permit for a "confined animal feeding operation" under ORS 468B.050 and 468B.200 to 468B.230; and

(2) A Producer License for the sale of dairy products under ORS 621.072.

g. As used in this Section, "commercial dairy farm" is a dairy operation that owns a sufficient number of producing dairy animals capable of earning the gross annual income required by Subsections 2 or 3, whichever is applicable, from the sale of fluid milk.

7. Relocated Farm Operations. A dwelling may be considered customarily provided in conjunction with farm use if:

a. Within the previous two years, the applicant owned and operated a different farm or ranch operation that earned the gross farm income in each of the last five years or four of the last seven years as required by Subsection 2 or 3, whichever is applicable;

b. The subject lot or parcel on which the dwelling will be located is:

(1) Currently employed for the farm use that produced in each of the last two years or three of the last five years, or in an average of three of the last five years the gross farm income required by Subsection 2 or 3, whichever is applicable; and

- (2) At least the size of the applicable minimum lot size under Section L;
 - c. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on the subject tract;
 - d. The dwelling will be occupied by a person or persons who produced the commodities that grossed the income in Subsection a; and
 - e. In determining the gross income required by Subsection a and Subsection b:
 - (1) The cost of purchased livestock shall be deducted from the total gross income attributed to the tract; and
 - (2) Only gross income from land owned, not leased or rented, shall be counted.
8. Farming of a marijuana crop, and the gross sales derived from selling a marijuana crop, may not be used to demonstrate compliance with the approval criteria for a primary farm dwelling.

F. Accessory Farm Dwellings

- 1. Accessory farm dwellings may be considered customarily provided in conjunction with farm use if each accessory farm dwelling meets all the following requirements:
 - a. The accessory farm dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator;
 - b. The accessory farm dwelling will be located:
 - (1) On the same lot or parcel as the primary farm dwelling;
 - (2) On the same tract as the primary farm dwelling when the lot or parcel on which the accessory farm dwelling will be sited is consolidated into a single parcel with all other contiguous lots and parcels in the tract;
 - (3) On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only a manufactured dwelling with a deed restriction. The deed restriction shall be filed with the county clerk and require the manufactured dwelling to be removed when the lot or parcel is conveyed to another party. The manufactured dwelling may remain if it is reapproved under these provisions;

(4) On any lot or parcel, when the accessory farm dwelling is limited to only attached multi-unit residential structures allowed by the applicable state building code or similar types of farmworker housing as that existing on farm or ranch operations registered with the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division under ORS 658.750. A county shall require all accessory farm dwellings approved under this Subsection to be removed, demolished or converted to a nonresidential use when farmworker housing is no longer required. "Farmworker housing" shall have the meaning set forth in 215.278 and not the meaning in 315.163; or

(5) On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot or parcel at least the size of the applicable minimum lot size under ORS 215.780 and the lot or parcel complies with the gross farm income requirements in OAR 660-033-0135(3) or (4), whichever is applicable; and

c. There is no other dwelling on the lands designated for exclusive farm use owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling.

2. In addition to the requirements in Subsection 1, the primary farm dwelling to which the proposed dwelling would be accessory, meets one of the following:

a. On land not identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed for farm use, as defined in ORS 215.203, on which, in each of the last two years or three of the last five years or in an average of three of the last five years, the farm operator earned the lower of the following:

(1) At least \$40,000 in gross annual income from the sale of farm products. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract; or

(2) Gross annual income of at least the midpoint of the median income range of gross annual sales for farms in the county with gross annual sales of \$10,000 or more according to the 1992 Census of Agriculture, Oregon. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract;

b. On land identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed for farm use, as defined in ORS 215.203, on which the farm operator earned at least \$80,000 in gross annual income from the sale of farm products in each of the last two years or three of the last five years or in an average of three of the last five years. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract; or

c. It is located on a commercial dairy farm as defined in Section 1.030; and

(1) The building permits, if required, have been issued and construction has begun or been completed for the buildings and animal waste facilities required for a commercial dairy farm;

(2) The Oregon Department of Agriculture has approved a permit for a "confined animal feeding operation" under ORS 468B.050 and 468B.200 to 468B.230; and

(3) A Producer License for the sale of dairy products under ORS 621.072.

3. No division of a lot or parcel for an accessory farm dwelling shall be approved pursuant to this Subsection. If it is determined that an accessory farm dwelling satisfies the requirements of this ordinance, a parcel may be created consistent with the minimum parcel size requirements in Subsection L.1.

4. An accessory farm dwelling approved pursuant to this Section cannot later be used to satisfy the requirements for a dwelling not provided in conjunction with farm use pursuant to Subsection B.32.

5. For purposes of this Subsection, "accessory farm dwelling" includes all types of residential structures allowed by the applicable state building code.

6. Farming of a marijuana crop shall not be used to demonstrate compliance with the approval criteria for an accessory farm dwelling.

7. No accessory farm dwelling unit may be occupied by a relative of the owner or operator of the farmworker housing. "Relative" means a spouse of the owner or operator or an ancestor, lineal descendant or whole or half sibling of the owner or operator or the spouse of the owner or operator.

G. Lot of Record Dwellings

1. A lot of record dwelling may be approved on a pre-existing lot or parcel if:

a. The lot or parcel on which the dwelling will be sited was lawfully created and was acquired and owned continuously by the present owner as defined in Subsection 5:

(1) Since prior to January 1, 1985; or

(2) By devise or by intestate succession from a person who acquired and had owned continuously the lot or parcel since prior to January 1, 1985.

b. The tract on which the dwelling will be sited does not include a dwelling;

c. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwelling exists on another lot or parcel that was part of that tract;

d. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan and land use regulations and other provisions of law;

e. The lot or parcel on which the dwelling will be sited is not high-value farmland except as provided in Subsections 3 and 4; and

f. When the lot or parcel on which the dwelling will be sited lies within an area designated in the comprehensive plan as habitat of big game, the siting of the dwelling is consistent with the limitations on density upon which the acknowledged comprehensive plan and land use regulations intended to protect the habitat are based.

2. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract are consolidated into a single lot or parcel when the dwelling is allowed;

3. Notwithstanding the requirements of Subsection G.1.e, a single-family dwelling may be sited on high-value farmland if:

a. It meets the other requirements of Subsections 1 and 2;

b. The lot or parcel is protected as high-value farmland as defined in Section 1.030;

c. The Planning Director determines that:

(1) The lot or parcel cannot practicably be managed for farm use, by itself or in conjunction with other land, due to extraordinary circumstances inherent in the land or its physical setting that do not apply generally to other land in the vicinity.

(a) For the purposes of this Section, this criterion asks whether the subject lot or parcel can be physically put to farm use without undue hardship or difficulty because of extraordinary circumstances inherent in the land or its physical setting. Neither size alone nor a parcel's limited economic potential demonstrates that a lot or parcel cannot be practicably managed for farm use.

(b) Examples of "extraordinary circumstances inherent in the land or its physical setting" include very steep slopes, deep ravines, rivers, streams, roads, railroad or utility lines or other similar natural or physical barriers that by themselves or in combination separate the subject lot or parcel from adjacent agricultural land and prevent it from being practicably managed for farm use by itself or together with adjacent or nearby farms.

(c) A lot or parcel that has been put to farm use despite the proximity of a natural barrier or since the placement of a physical barrier shall be presumed manageable for farm use;

(2) The dwelling will comply with the provisions of Article 6; and

(3) The dwelling will not materially alter the stability of the overall land use pattern in the area by applying the standards set forth in Subsection H.1.

4. Notwithstanding the requirements of Subsection G.1.e, a single-family dwelling may be sited on high-value farmland if:

a. It meets the other requirements of Subsections 1 and 2;

b. The tract on which the dwelling will be sited is:

(1) Not high-value farmland defined in Section 1.030; and

(2) Twenty-one acres or less in size; and

c. The tract is bordered on at least 67 percent of its perimeter by tracts that are smaller than 21 acres, and at least two such tracts had dwellings on January 1, 1993; or

d. The tract is not a flaglot and is bordered on at least 25 percent of its perimeter by tracts that are smaller than 21 acres, and at least four dwellings existed on January 1, 1993, within one-quarter mile of the center of the subject tract. Up to two of the four dwellings may lie within an urban growth boundary, but only if the subject tract abuts an urban growth boundary; or

e. The tract is a flaglot and is bordered on at least 25 percent of its perimeter by tracts that are smaller than 21 acres, and at least four dwellings existed on January 1, 1993, within one-quarter mile of the center of the subject tract and on the same side of the public road that provides access to the subject tract. The governing body of a county must interpret the center of the subject tract as the geographic center of the flag lot if the applicant makes a written request for that interpretation and that interpretation does not cause the center to be located outside the flag lot. Up to two of the four dwellings may lie within an urban growth boundary, but only if the subject tract abuts an urban growth boundary;

(1) "Flaglot" means a tract containing a narrow strip or panhandle of land providing access from the public road to the rest of the tract.

(2) "Geographic center of the flaglot" means the point of intersection of two perpendicular lines of which the first line crosses the midpoint of the longest side of a flaglot, at a 90-degree angle to the side, and the second line crosses the midpoint of the longest adjacent side of the flaglot.

5. For purposes of Subsection 1, "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent or grandchild of the owner or a business entity owned by any one or a combination of these family members;

6. The county assessor shall be notified that the governing body intends to allow the dwelling.

7. An approved single-family dwelling under this Section may be transferred by a person who has qualified under this Section to any other person after the effective date of the land use decision.

8. The county shall provide notice of all applications for lot of record dwellings on high value farmland to the State Department of Agriculture. Notice shall be provided in accordance with land use regulations and shall be mailed at least 20 calendar days prior to the public hearing.

H. Dwellings Not in Conjunction with Farm Use

Non-farm dwelling. A non-farm dwelling is subject to the following requirements:

1. The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or forest use;

2. Non-farm dwelling suitability standards.

a. The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

b. A new parcel or portion of an existing lot or parcel is not "generally unsuitable" simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not "generally unsuitable." A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I-VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

c. If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the Forest Practices Rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not "generally unsuitable" simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not "generally unsuitable". If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

3. The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in (a) through (c) below. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in (a) through (c) below;

a. Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

b. Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot-of-record dwellings that could be approved under Subsection G.1 and Section H, including identification of predominant soil classifications, the parcels created prior to January 1, 1993 and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS 215.263(4) ORS 215.263(4) ORS 215.263(5). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this Subsection; and

c. Determine whether approval of the proposed nonfarm/lot-of-record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

4. If a single-family dwelling is established on a lot or parcel as set forth in Subsection B.31, no additional dwelling may later be sited under the provisions of this Section.

I. Alteration, Restoration or Replacement of a Lawfully-established Dwelling

1. A lawfully established dwelling may be altered, restored or replaced if, when an application for a permit is submitted, the permitting authority finds to its satisfaction, based on substantial evidence that:

a. The dwelling to be altered, restored or replaced has, or formerly had:

(1) Intact exterior walls and roof structure;

(2) Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;

(3) Interior wiring for interior lights;

(4) A heating system; and

(5) The dwelling was assessed as a dwelling for purposes of ad valorem taxation for the previous five property tax years, or, if the dwelling has existed for less than five years, from that time.

b. Notwithstanding Subsection I.1.a(5), if the value of the dwelling was eliminated as a result of either of the following circumstances, the dwelling was assessed as a dwelling until such time as the value of the dwelling was eliminated:

(1) The destruction (i.e, by fire or natural hazard), or demolition in the case of restoration, of the dwelling; or

(2) The applicant establishes to the satisfaction of the permitting authority that the dwelling was improperly removed from the tax roll by a person other than the current owner. "Improperly removed" means that the dwelling has taxable value in its present state, or had taxable value when the dwelling was first removed from the tax roll or was destroyed by fire or natural hazard, and the county stopped assessing the dwelling even though the current or former owner did not request removal of the dwelling from the tax roll.

2. For replacement of a lawfully established dwelling under Subsection B.34:

a. The dwelling to be replaced must be removed, demolished or converted to an allowable nonresidential use:

(1) Within one year after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055; or

(2) If the dwelling to be replaced is, in the discretion of the permitting authority, in such a state of disrepair that the structure is unsafe for occupancy or constitutes an attractive nuisance, on or before a date set by the permitting authority that is not less than 90 days after the replacement permit is issued; and

(3) If a dwelling is removed by moving it off the subject parcel to another location, the applicant must obtain approval from the permitting authority for the new location.

b. The applicant must cause to be recorded in the deed records of the county a statement that the dwelling to be replaced has been removed, demolished or converted.

c. As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the county in which the property is located a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel. The restriction imposed is irrevocable unless the county planning director, or the director's designee, places a statement of release in the deed records of the county to the effect that the provisions of 2013 Oregon Laws, chapter 462, Section 2 and ORS 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.

3. A replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes and other requirements relating to health and safety or to siting at the time of construction. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.

a. The siting standards of Subsection b apply when a dwelling qualifies for replacement because the dwelling:

- (1) Formerly had the features described in Subsection I.1.a;
- (2) Was removed from the tax roll as described in Subsection I.1.b; or
- (3) Had a permit that expired as described under Subsection I.4.c.

b. The replacement dwelling must be sited on the same lot or parcel:

- (1) Using all or part of the footprint of the replaced dwelling or near a road, ditch, river, property line, forest boundary or another natural boundary of the lot or parcel; and
- (2) If possible, for the purpose of minimizing the adverse impacts on resource use of land in the area, within a concentration or cluster of structures or within 500 yards of another structure.

c. Replacement dwellings that currently have the features described in Subsection I.1.a and that have been on the tax roll as described in Subsection I.1.b may be sited on any part of the same lot or parcel.

4. A replacement dwelling permit that is issued under B.34:

a. Is a land use decision as defined in ORS 197.015 where the dwelling to be replaced:

- (1) Formerly had the features described in Subsection I.1.a; or
- (2) Was removed from the tax roll as described in Subsection I.1.b;

b. Is not subject to the time to act limits of ORS 215.417; and

c. If expired before January 1, 2014, shall be deemed to be valid and effective if, before January 1, 2015, the holder of the permit:

- (1) Removes, demolishes or converts to an allowable nonresidential use the dwelling to be replaced; and
- (2) Causes to be recorded in the deed records of the county a statement that the dwelling to be replaced has been removed, demolished or converted.

J. Agri-tourism and Other Commercial Events

The following agri-tourism and other commercial events or activities that are related to and supportive of agriculture may be established:

1. A single agri-tourism or other commercial event or activity on a tract in a calendar year that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract, if the agri-tourism or other commercial event or activity meets any local standards that apply and:

a. The agri-tourism or other commercial event or activity is incidental and subordinate to existing farm use on the tract;

b. The duration of the agri-tourism or other commercial event or activity does not exceed 72 consecutive hours;

c. The maximum attendance at the agri-tourism or other commercial event or activity does not exceed 500 people;

d. The maximum number of motor vehicles parked at the site of the agri-tourism or other commercial event or activity does not exceed 250 vehicles;

e. The agri-tourism or other commercial event or activity complies with the standards described in Subsection 6.025(A). ;

f. The agri-tourism or other commercial event or activity occurs outdoors, in temporary structures, or in existing permitted structures, subject to health and fire and life safety requirements; and

g. The agri-tourism or other commercial event or activity complies with conditions established for:

(1) Planned hours of operation do not extend before 7 a.m. or after 11 p.m.

(2) Adequate off-street parking will be provided pursuant to the requirements in Article 4 of this ordinance.

(3) Roadways, driveway aprons, driveways and parking surfaces shall be surfaces that prevent dust, and may include paving, gravel, cinders, or bark/wood chips.

(4) All vehicle maneuvering will be conducted on site. No vehicle backing or maneuvering shall occur within adjacent roads, streets or highways.

(5) No parking is permitted within the right-of-way.

(6) Approval is required from County Public Works regarding adequate egress and access. All egress and access points shall be clearly marked.

(7) Vision clearance areas at street intersections must be clear of obstruction, consistent with the requirements in Article 4 of this Ordinance.

(8) Permit approval is subject to compliance with the established sanitation requirements, the Department of Agriculture requirements, and the development standards of this zone.

2. In the alternative to Subsections 1 and 3, the county may authorize, through an expedited, single-event license, a single agri-tourism or other commercial event or activity on a tract in a calendar year by an expedited, single-event license that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract. A decision concerning an expedited, single-event license is not a land use decision, as defined in ORS 197.015. To approve an expedited, single-event license, the governing body of a county or its designee must determine that the proposed agri-tourism or other commercial event or activity meets any local standards that apply, and the agri-tourism or other commercial event or activity:

- a. Must be incidental and subordinate to existing farm use on the tract;
- b. May not begin before 6 a.m. or end after 10 p.m.;
- c. May not involve more than 100 attendees or 50 vehicles;
- d. May not include the artificial amplification of music or voices before 8 a.m. or after 8 p.m.;
- e. May not require or involve the construction or use of a new permanent structure in connection with the agri-tourism or other commercial event or activity;
- f. Must be located on a tract of at least 10 acres unless the owners or residents of adjoining properties consent, in writing, to the location; and
- g. Must comply with applicable health and fire and life safety requirements.

3. In the alternative to Subsections 1 and 2, the county may authorize up to six agri-tourism or other commercial events or activities on a tract in a calendar year by a limited use permit that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract. The agri-tourism or other commercial events or activities must meet any local standards that apply, and the agri-tourism or other commercial events or activities:

- a. Must be incidental and subordinate to existing farm use on the tract;
- b. May not, individually, exceed a duration of 72 consecutive hours;
- c. May not require that a new permanent structure be built, used or occupied in connection with the agri-tourism or other commercial events or activities;

- d. Must comply with the standards described in Subsection 6.025(A). ;
- e. May not, in combination with other agri-tourism or other commercial events or activities authorized in the area, materially alter the stability of the land use pattern in the area; and
- f. Must comply with conditions established for:

- (1) The types of agri-tourism or other commercial events or activities that are authorized during each calendar year, including the number and duration of the agri-tourism or other commercial events and activities, the anticipated daily attendance and the hours of operation;
- (2) The location of existing structures and the location of proposed temporary structures to be used in connection with the agri-tourism or other commercial events or activities;
- (3) The location of access and egress and parking facilities to be used in connection with the agri-tourism or other commercial events or activities;
- (4) Traffic management, including the projected number of vehicles and any anticipated use of public roads; and
- (5) Sanitation and solid waste
- (6) Must comply with the requirements of J.8.

g. A permit authorized by this Subsection shall be valid for two calendar years. When considering an application for renewal, the county shall ensure compliance with the provisions of Subsection 3, any local standards that apply and conditions that apply to the permit or to the agri-tourism or other commercial events or activities authorized by the permit.

4. In addition to Subsections 1 to 3, the county may authorize agri-tourism or other commercial events or activities that occur more frequently or for a longer period or that do not otherwise comply with Subsections 1 to 3 if the agri-tourism or other commercial events or activities comply with any local standards that apply and the agri-tourism or other commercial events or activities:

- a. Are incidental and subordinate to existing commercial farm use of the tract and are necessary to support the commercial farm uses or the commercial agricultural enterprises in the area;
- b. Comply with the requirements of J.3.c, d, e, and f;

- c. Occur on a lot or parcel that complies with the acknowledged minimum lot or parcel size; and
 - d. Do not exceed 18 events or activities in a calendar year.
- 5. A holder of a permit authorized by a county under Subsection 4 must request review of the permit at four-year intervals. Upon receipt of a request for review, the county shall:
 - a. Provide public notice and an opportunity for public comment as part of the review process; and
 - b. Limit its review to events and activities authorized by the permit, conformance with conditions of approval required by the permit and the standards established by Subsection 4.
- 6. Temporary structures established in connection with agri-tourism or other commercial events or activities may be permitted. The temporary structures must be removed at the end of the agri-tourism or other event or activity. Alteration to the land in connection with an agri-tourism or other commercial event or activity including, but not limited to, grading, filling or paving, are not permitted.
- 7. The authorizations provided by Subection 3 are in addition to other authorizations that may be provided by law, except that "outdoor mass gathering" and "other gathering," as those terms are used in ORS 197.015 (10)(d), do not include agri-tourism or other commercial events and activities.
- 8. Conditions of Approval. Agri-tourism and other commercial events permitted under Subsections 3 and 4 are subject to the following standards and criteria:
 - a. A permit application for an agri-tourism or other commercial event or activity shall include the following:
 - (1) A description of the type of agri-tourism or commercial events or activities that are proposed, including the number and duration of the events and activities, the anticipated daily attendance and the hours of operation and, for events not held at wineries, how the agri-tourism and other commercial events or activities will be related to and supportive of agriculture and incidental and subordinate to the existing farm use of the tract.
 - (2) The types and locations of all existing and proposed temporary structures, access and egress, parking facilities, sanitation and solid waste facilities to be used in connection with the agri-tourism or other commercial events or activities;

(3) Authorization to allow inspection of the event premises. The applicant shall provide in writing a consent to allow law enforcement, public health, and fire control officers and code enforcement staff to come upon the premises for which the permit has been granted for the purposes of inspection and enforcement of the terms and conditions of the permit and the Exclusive Farm Use Zone and any other applicable laws or ordinances.

b. Approval Criteria.

(1) The area in which the agri-tourism or other commercial events or activities are located shall be setback at least 100 feet from the property line.

(2) No more than two agri-tourism or commercial events or activities may occur in one month.

(3) The maximum number of people shall not exceed 500 per calendar day.

(4) Notification of agri-tourism and other commercial events or activities.

(a) The property owner shall submit in writing the list of calendar days scheduled for all agri-tourism and other commercial events or activities by April 1 of the subject calendar year or within 30 days of new or renewed permits to County Planning Department.

(b) The list of calendar dates for all agri-tourism, commercial events and activities may be amended by submitting the amended list to the Department at least 10 days prior to any change in the date of approved dates.

(c) The notification shall include a contact person or persons for each agri-tourism and other commercial event or activity who shall be easily accessible and who shall remain on site at all times, including the person(s) contact information.

(5) Hours of Operation. No agri-tourism and other commercial event or activity may begin before 7:00 a.m. or end after 11:00 p.m].

(6) Overnight camping is prohibited.

(7) Noise Control. Agri-tourism activities shall comply with the Morrow County Code Enforcement Ordinance.

(8) Transportation Management

(a) Roadways, driveway aprons, driveways and parking surfaces shall be surfaces that prevent dust, and may include paving, gravel, cinders, or bark/wood chips.

(b) Driveways extending from paved roads shall have a paved apron, requiring review and approval by Morrow Public Works.

(c) The parcel, lot or tract must have direct access from a public road or is accessed by an access easement or private road, whereby all underlying property owners and property owners taking access between the subject property and the public road consent in writing to the use of the road for agri-tourism and other commercial events or activities at the time of initial application.

(d) Adequate traffic control must be provided by the property owner and must include one traffic control person for each 250 persons expected or reasonably expected to be in attendance at any time. All traffic control personnel shall be certified by the State of Oregon and shall comply with the current edition of the Manual of Uniform Traffic Control Devices.

(e) Adequate off-street parking will be provided pursuant to provisions of Article 4 of this Ordinance.

(9) Health and Safety Compliance

(a) Sanitation facilities shall include, at a minimum, portable restroom facilities and stand-alone hand washing stations.

(b) All permanent and temporary structures and facilities are subject to fire, health and life safety requirements, and shall comply with all requirements of Building Official and any other applicable federal, state and local laws.

(c) Compliance with the requirements of the Building Official shall include meeting all building occupancy classification requirements of the State of Oregon adopted building code.

K. Commercial Facilities for Generating Power

1. Commercial Power Generating Facility.

a. Permanent features of a power generation facility shall not preclude more than:

(1) 12 acres from use as a commercial agricultural enterprise on high value farmland unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4; or

(2) 20 acres from use as a commercial agricultural enterprise on land other than high-value farmland unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

b. A power generation facility may include on-site and off-site facilities for temporary workforce housing for workers constructing a power generation facility. Such facilities must be removed or converted to an allowed use under OAR 660-033-0130(19) or other statute or rule when project construction is complete. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall be subject to 660-033-0130(5) and shall have no effect on the original approval.

2. Wind Power Generation Facility.

a. For purposes of this ordinance a wind power generation facility includes, but is not limited to, the following system components: all wind turbine towers and concrete pads, permanent meteorological towers and wind measurement devices, electrical cable collection systems connecting wind turbine towers with the relevant power substation, new or expanded private roads (whether temporary or permanent) constructed to serve the wind power generation facility, office and operation and maintenance buildings, temporary lay-down areas and all other necessary appurtenances, including but not limited to on-site and off-site facilities for temporary workforce housing for workers constructing a wind power generation facility.

(1) Temporary workforce housing described in Subsection K.1.b must be removed or converted to an allowed use under OAR 660-033-0130(19) or other statute or rule when project construction is complete.

(2) Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request filed after a decision to approve a power generation facility. A minor amendment request shall be subject to 660-033-0130(5) and shall have no effect on the original approval.

b. For wind power generation facility proposals on high-value farmland soils, as described at ORS 195.300(10), the governing body or its designate must find that all of the following are satisfied:

(1) Reasonable alternatives have been considered to show that siting the wind power generation facility or component thereof on high-value farmland soils is necessary for the facility or component to function properly or if a road system or turbine string must be placed on such soils to achieve a reasonably direct route considering the following factors:

(a) Technical and engineering feasibility;

(b) Availability of existing rights of way; and

(c) The long-term environmental, economic, social and energy consequences of siting the facility or component on alternative sites, as determined under Subsection (2);

(2) The long-term environmental, economic, social and energy consequences resulting from the wind power generation facility or any components thereof at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located on other agricultural lands that do not include high-value farmland soils;

(3) Costs associated with any of the factors listed in Subsection (1) may be considered, but costs alone may not be the only consideration in determining that siting any component of a wind power generation facility on high-value farmland soils is necessary;

(4) The owner of a wind power generation facility approved under Subsection b shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration; and

(5) The criteria of Subsection c are satisfied.

c. For wind power generation facility proposals on arable lands, meaning lands that are cultivated or suitable for cultivation, including high-value farmland soils described at ORS 195.300(10), the governing body or its designate must find that:

(1) The proposed wind power facility will not create unnecessary negative impacts on agricultural operations conducted on the subject property. Negative impacts could include, but are not limited to, the unnecessary construction of roads, dividing a field or multiple fields in such a way that creates small or isolated pieces of property that are more difficult to farm, and placing wind farm components such as meteorological towers on lands in a manner that could disrupt common and accepted farming practices;

(2) The presence of a proposed wind power facility will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property. This provision may be satisfied by the submittal and county approval of a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked. The approved plan shall be attached to the decision as a condition of approval;

(3) Construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. This provision may be satisfied by the submittal and county approval of a plan prepared by an adequately qualified individual, showing how unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil decompaction or other appropriate practices. The approved plan shall be attached to the decision as a condition of approval; and

(4) Construction or maintenance activities will not result in the unabated introduction or spread of noxious weeds and other undesirable weeds species. This provision may be satisfied by the submittal and county approval of a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement. The approved plan shall be attached to the decision as a condition of approval.

d. For wind power generation facility proposals on nonarable lands, meaning lands that are not suitable for cultivation, the requirements of Subsection K.2.c(4) are satisfied.

e. In the event that a wind power generation facility is proposed on a combination of arable and nonarable lands as described in Subsections c and d, the approval criteria of Subsection c shall apply to the entire project.

3. Photovoltaic Solar Power Generation Facility. A proposal to site a photovoltaic solar power generation facility shall be subject to the following definitions and provisions:

a. "Arable land" means land in a tract that is predominantly cultivated or, if not currently cultivated, predominantly comprised of arable soils.

b. "Arable soils" means soils that are suitable for cultivation as determined by the governing body or its designate based on substantial evidence in the record of a local land use application, but "arable soils" does not include high-value farmland soils described at ORS 195.300(10) unless otherwise stated.

c. "Nonarable land" means land in a tract that is predominantly not cultivated and predominantly comprised of nonarable soils.

d. "Nonarable soils" means soils that are not suitable for cultivation. Soils with an NRCS agricultural capability class V–VIII and no history of irrigation shall be considered nonarable in all cases. The governing body or its designate may determine other soils, including soils with a past history of irrigation, to be nonarable based on substantial evidence in the record of a local land use application.

e. "Photovoltaic solar power generation facility" includes, but is not limited to, an assembly of equipment that converts sunlight into electricity and then stores, transfers, or both, that electricity. This includes photovoltaic modules, mounting and solar tracking equipment, foundations, inverters, wiring, storage devices and other components. Photovoltaic solar power generation facilities also include electrical cable collection systems connecting the photovoltaic solar generation facility to a transmission line, all necessary grid integration equipment, new or expanded private roads constructed to serve the photovoltaic solar power generation facility, office, operation and maintenance buildings, staging areas and all other necessary appurtenances. For purposes of applying the acreage standards of this Section, a photovoltaic solar power generation facility includes all existing and proposed facilities on a single tract, as well as any existing and proposed facilities determined to be under common ownership on lands with fewer than 1320 feet of separation from the tract on which the new facility is proposed to be sited. Projects connected to the same parent company or individuals shall be considered to be in common ownership, regardless of the operating business structure. A photovoltaic solar power generation facility does not include a net metering project established consistent with ORS 757.300 and OAR chapter 860, division 39 or a Feed-in-Tariff project established consistent with ORS 757.365 and OAR chapter 860, division 84.

f. For high-value farmland described at ORS 195.300(10), a photovoltaic solar power generation facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4. The governing body or its designate must find that:

(1) The proposed photovoltaic solar power generation facility will not create unnecessary negative impacts on agricultural operations conducted on any portion of the subject property not occupied by project components. Negative impacts could include, but are not limited to, the unnecessary construction of roads dividing a field or multiple fields in such a way that creates small or isolated pieces of property that are more difficult to farm, and placing photovoltaic solar power generation facility project components on lands in a manner that could disrupt common and accepted farming practices;

(2) The presence of a photovoltaic solar power generation facility will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property. This provision may be satisfied by the submittal and county approval of a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked. The approved plan shall be attached to the decision as a condition of approval;

(3) Construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. This provision may be satisfied by the submittal and county approval of a plan prepared by an adequately qualified individual, showing how unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil decompaction or other appropriate practices. The approved plan shall be attached to the decision as a condition of approval;

(4) Construction or maintenance activities will not result in the unabated introduction or spread of noxious weeds and other undesirable weed species. This provision may be satisfied by the submittal and county approval of a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement. The approved plan shall be attached to the decision as a condition of approval;

(5) The project is not located on high-value farmland soils unless it can be demonstrated that:

(a) Non high-value farmland soils are not available on the subject tract;

(b) Siting the project on non high-value farmland soils present on the subject tract would significantly reduce the project's ability to operate successfully; or

(c) The proposed site is better suited to allow continuation of an existing commercial farm or ranching operation on the subject tract than other possible sites also located on the subject tract, including those comprised of non high-value farmland soils; and

(6) A study area consisting of lands zoned for exclusive farm use located within one mile measured from the center of the proposed project shall be established and:

(a) If fewer than 48 acres of photovoltaic solar power generation facilities have been constructed or received land use approvals and obtained building permits within the study area, no further action is necessary.

(b) When at least 48 acres of photovoltaic solar power generation have been constructed or received land use approvals and obtained building permits, either as a single project or as multiple facilities within the study area, the local government or its designate must find that the photovoltaic solar energy generation facility will not materially alter the stability of the overall land use pattern of the area. The stability of the land use pattern will be materially altered if the overall effect of existing and potential photovoltaic solar energy generation facilities will make it more difficult for the existing farms and ranches in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland or acquire water rights, or will reduce the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area.

g. For arable lands, a photovoltaic solar power generation facility shall not preclude more than 20 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4. The governing body or its designate must find that:

(1) The project is not located on high-value farmland soils or arable soils unless it can be demonstrated that:

(a) Nonarable soils are not available on the subject tract;

(b) Siting the project on nonarable soils present on the subject tract would significantly reduce the project's ability to operate successfully; or

(c) The proposed site is better suited to allow continuation of an existing commercial farm or ranching operation on the subject tract than other possible sites also located on the subject tract, including those comprised of nonarable soils;

(2) No more than 12 acres of the project will be sited on high-value farmland soils described at ORS 195.300(10) unless an exception is taken pursuant to 197.732 and OAR chapter 660, division 4;

(3) A study area consisting of lands zoned for exclusive farm use located within one mile measured from the center of the proposed project shall be established and:

(a) If fewer than 80 acres of photovoltaic solar power generation facilities have been constructed or received land use approvals and obtained building permits within the study area no further action is necessary.

(b) When at least 80 acres of photovoltaic solar power generation have been constructed or received land use approvals and obtained building permits, either as a single project or as multiple facilities, within the study area the local government or its designate must find that the photovoltaic solar energy generation facility will not materially alter the stability of the overall land use pattern of the area. The stability of the land use pattern will be materially altered if the overall effect of existing and potential photovoltaic solar energy generation facilities will make it more difficult for the existing farms and ranches in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) The requirements of Subsections K.3.f(1), (2), (3), and (4) are satisfied.

h. For nonarable lands, a photovoltaic solar power generation facility shall not preclude more than 320 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4. The governing body or its designate must find that:

(1) The project is not located on high-value farmland soils or arable soils unless it can be demonstrated that:

(a) Siting the project on nonarable soils present on the subject tract would significantly reduce the project's ability to operate successfully; or

(b) The proposed site is better suited to allow continuation of an existing commercial farm or ranching operation on the subject tract as compared to other possible sites also located on the subject tract, including sites that are comprised of nonarable soils;

(2) No more than 12 acres of the project will be sited on high-value farmland soils described at ORS 195.300(10);

(3) No more than 20 acres of the project will be sited on arable soils unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4;

(4) The requirements of Subsection K.3.f(4) are satisfied;

(5) If a photovoltaic solar power generation facility is proposed to be developed on lands that contain a Goal 5 resource protected under the county's comprehensive plan, and the plan does not address conflicts between energy facility development and the resource, the applicant and the county, together with any state or federal agency responsible for protecting the resource or habitat supporting the resource, will cooperatively develop a specific resource management plan to mitigate potential development conflicts. If there is no program present to protect the listed Goal 5 resource(s) present in the local comprehensive plan or implementing ordinances and the applicant and the appropriate resource management agency(ies) cannot successfully agree on a cooperative resource management plan, the county is responsible for determining appropriate mitigation measures; and

(6) If a proposed photovoltaic solar power generation facility is located on lands where the potential exists for adverse effects to state or federal special status species (threatened, endangered, candidate, or sensitive), or to wildlife species of concern identified and mapped by the Oregon Department of Fish and Wildlife (including big game winter range and migration corridors, golden eagle and prairie falcon nest sites, and pigeon springs), the applicant shall conduct a site-specific assessment of the subject property in consultation with all appropriate state, federal, and tribal wildlife management agencies. A professional biologist shall conduct the site-specific assessment by using methodologies accepted by the appropriate wildlife management agency and shall determine whether adverse effects to special status species or wildlife species of concern are anticipated. Based on the results of the biologist's report, the site shall be designed to avoid adverse effects to state or federal special status species or to wildlife species of concern as described above. If the applicant's site-specific assessment shows that adverse effects cannot be avoided, the applicant and the appropriate wildlife management agency will cooperatively develop an agreement for project-specific mitigation to offset the potential adverse effects of the facility. Where the applicant and the resource management agency cannot agree on what mitigation will be carried out, the county is responsible for determining appropriate mitigation, if any, required for the facility.

(7) The provisions of Subsection K.3.h(6) are repealed on January 1, 2022.

i. The project owner shall sign and record in the deed records for the county a document binding the project owner and the project owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices as defined in ORS 30.930(2) and (4).

j. Nothing in this Section shall prevent the county from requiring a bond or other security from a developer or otherwise imposing on a developer the responsibility for retiring the photovoltaic solar power generation facility.

L. Land Divisions

1. Minimum Parcel Size. The minimum size for creation of a new parcel shall be 160 acres.

2. A division of land to accommodate a use permitted by Section C, except a residential use, smaller than the minimum parcel size provided in Subsection 1 may be approved if the parcel for the nonfarm use is not larger than the minimum size necessary for the use.

3. A division of land to create up to two new parcels smaller than the minimum size established under Subsection 1, each to contain a dwelling not provided in conjunction with farm use, may be permitted if:

a. The nonfarm dwellings have been approved under Subsection H;

- b. The parcels for the nonfarm dwellings are divided from a lot or parcel that was lawfully created prior to July 1, 2001;
 - c. The parcels for the nonfarm dwellings are divided from a lot or parcel that complies with the minimum size in Subsection 1; and
 - d. The remainder of the original lot or parcel that does not contain the nonfarm dwellings complies with the minimum size established under Subsection 1.
4. A division of land to divide a lot or parcel into two parcels, each to contain one dwelling not provided in conjunction with farm use, may be permitted if:
- a. The nonfarm dwellings have been approved under Subsection H;
 - b. The parcels for the nonfarm dwellings are divided from a lot or parcel that was lawfully created prior to July 1, 2001;
 - c. The parcels for the nonfarm dwellings are divided from a lot or parcel that is equal to or smaller than the minimum size in Subsection A but equal to or larger than 40 acres;
 - d. The parcels for the nonfarm dwellings are:
 - (1) Not capable of producing more than at least 20 cubic feet per acre per year of wood fiber; and
 - (2) Either composed of at least 90 percent Class VII and VIII soils, or composed of at least 90 percent Class VI through VIII soils and are not capable of producing adequate herbaceous forage for grazing livestock. The Land Conservation and Development Commission, in cooperation with the State Department of Agriculture and other interested persons, may establish by rule objective criteria for identifying units of land that are not capable of producing adequate herbaceous forage for grazing livestock. In developing the criteria, the commission shall use the latest information from the United States Natural Resources Conservation Service and consider costs required to utilize grazing lands that differ in acreage and productivity level; and
 - e. The parcels for the nonfarm dwellings do not have established water rights for irrigation.
5. This Section does not apply to the creation or sale of cemetery lots, if a cemetery is within the boundaries designated for a farm use zone at the time the zone is established.
6. This Section does not apply to divisions of land resulting from lien foreclosures or divisions of land resulting from foreclosure of recorded contracts for the sale of real property.

7. This Section does not allow a division or a property line adjustment of a lot or parcel that separates a use described in B.29, C.3, or C.7 from the lot or parcel on which the primary residential use exists.

8. This Section does not allow a division or a property line adjustment of a lot or parcel that separates a processing facility from the farm operation specified in Section B.17.

9. A division of land may be permitted to create a parcel with an existing dwelling to be used:

a. As a residential home as described in ORS 197.660 (2) only if the dwelling has been approved under Section H; and

b. For historic property that meets the requirements of Section B.33.

10. Notwithstanding the minimum lot or parcel size described in Subsection 1,

a. A division of land may be approved provided:

(1) The land division is for the purpose of allowing a provider of public parks or open space, or a not-for-profit land conservation organization, to purchase at least one of the resulting parcels; and

(2) A parcel created by the land division that contains a dwelling is large enough to support continued residential use of the parcel.

b. A parcel created pursuant to this Subsection that does not contain a dwelling:

(1) Is not eligible for siting a dwelling, except as may be authorized under ORS 195.120;

(2) May not be considered in approving or denying an application for siting any other dwelling;

(3) May not be considered in approving a redesignation or rezoning of forestlands except for a redesignation or rezoning to allow a public park, open space or other natural resource use; and

(4) May not be smaller than 25 acres unless the purpose of the land division is to facilitate the creation of a wildlife or pedestrian corridor or the implementation of a wildlife habitat protection plan or to allow a transaction in which at least one party is a public park or open space provider, or a not-for-profit land conservation organization, that has cumulative ownership of at least 2,000 acres of open space or park property.

11. A division of land smaller than the minimum lot or parcel size in Subsection 1 may be approved provided:

- a. The division is for the purpose of establishing a church, including cemeteries in conjunction with the church;
- b. The church has been approved under Subsection B.26;
- c. The newly created lot or parcel is not larger than five acres; and
- d. The remaining lot or parcel, not including the church, meets the minimum lot or parcel size described in Subsection 1 either by itself or after it is consolidated with another lot or parcel.

12. Notwithstanding the minimum lot or parcel size described Subsection 1, a division for the nonfarm uses set out in Subsection B.12 if the parcel for the nonfarm use is not larger than the minimum size necessary for the use.

13. The governing body of a county may not approve a division of land for nonfarm use under Subsection 2, 3, 4, 9, 10, 11, or 12 unless any additional tax imposed for the change in use has been paid.

14. Parcels used or to be used for training or stabling facilities may not be considered appropriate to maintain the existing commercial agricultural enterprise in an area where other types of agriculture occur.

15. A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for agricultural uses and is smaller than the minimum parcel size, provided that:

- a. If the parcel contains a dwelling, the parcel must be large enough to support the continued residential use.

- b. If the parcel does not contain a dwelling, it:

- (1) Is not eligible for siting a dwelling, except as may be authorized in ORS 195.120;

- (2) May not be considered in approving or denying an application for any other dwelling; and

- (3) May not be considered in approving a redesignation or rezoning of agricultural lands, except to allow a public park, open space, or other natural resource use.

M. Yards. In an EFU Zone, the minimum yard setback requirements shall be as follows:

- 1. The front yard setback from the property line shall be 20 feet for property fronting on a local minor collector or marginal access street ROW, 30 feet from a property line fronting on a major collector ROW, and 80 feet from an arterial ROW unless other provisions for combining accesses are provided and approved by the County.

2. Each side yard shall be a minimum of 20 feet except that on corner lots or parcels the side yard on the street side shall be a minimum of 30 feet.

3. Rear yards shall be a minimum of 25 feet,.

4. Stream Setback. All sewage disposal installations such as outhouses, septic tank and drainfield systems shall be set back from the high-water line or mark along all streams and lakes a minimum of 100 feet, measured at right angles to the high-water line or mark. All structures, buildings, or similar permanent fixtures shall be set back from the high-water line or mark along all streams or lakes a minimum of 100 feet measured at right angles to the high-water line or mark.

N. Transportation Impacts

1. Traffic Impact Analysis (TIA). In addition to the other standards and conditions set forth in this section, a TIA will be required for all projects generating more than 400 passenger car equivalent trips per day. Heavy vehicles – trucks, recreational vehicles and buses – will be defined as 2.2 passenger car equivalents. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and, mitigation of the impacts. If the corridor is a State Highway, use ODOT standards. (MC-C-8-98)

SECTION 3.020. FOREST USE, FU ZONE

A. Purpose. The purpose of the Forest Use (FU) Zone is to protect and maintain forest lands for grazing, and rangeland use and forest use, consistent with existing and future needs for agricultural and forest products. The FU zone is also intended to allow other uses that are compatible with agricultural and forest activities, to protect scenic resources and fish and wildlife habitat, and to maintain and improve the quality of air, water and land resources of the county.

The FU zone has been applied to lands designated as Forest in the Comprehensive Plan. The provisions of the FU zone reflect the forest land policies of the Comprehensive Plan as well as the requirements of ORS Chapter 215 and OAR Chapter 660 Division 006. The minimum parcel size and other standards established by this zone are intended to promote commercial forest operations.

B. Uses Permitted Outright. In the Forest zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

1. Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals, and disposal of slash.
2. Temporary on-site structures that are auxiliary to and used during the term of a particular forest operation.
3. Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction or recreational facilities.
4. Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.
5. Farm use as defined in ORS 215.203.
6. Local distribution lines (e.g., electric, telephone, natural gas) and accessory equipment (e.g., electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.
7. Temporary portable facility for the primary processing of forest products.
8. Climbing and passing lanes within the right of way existing as of July 1, 1987.
9. Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.
10. Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.

11. Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.
12. Exploration for mineral and aggregate resources as defined in ORS chapter 517.
13. Private hunting and fishing operations without any lodging accommodations.
14. Towers and fire stations for forest fire protection.
15. Water intake facilities, canals and distribution lines for farm irrigation and ponds.
16. Uninhabitable structures accessory to fish and wildlife enhancement.
17. Temporary forest labor camps.
18. Exploration for and production of geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
19. An outdoor mass gathering of more than 3,000 persons that is not anticipated to continue for more than 120 hours in any three-month period, as provided in ORS 433.735.
20. An agricultural building, as defined in ORS 455.315, customarily provided in conjunction with farm use or forest use. A person may not convert an agricultural building authorized by this section to another use.
21. Destination resorts, subject to ORS 197.435 to 197-467 and Goal 8.
22. Youth camps subject to OAR 660-006-0031.
23. Any outdoor gathering of more than 3,000 persons that is expected to continue for more than 120 hours in any three-month period is subject to review by a county planning commission under ORS 433.763.
24. Caretaker residences for public parks and public fish hatcheries subject to Subsection D.11.
25. A large tract forest dwelling subject to Subsection D.1 and D.11.
26. Lot of record dwelling subject to Subsections D.2 and D.11.
27. A template dwelling subject to Subsection D.3 and D.11.
28. Alteration, restoration or replacement of a lawfully established dwelling subject to Subsections D.4 and D.11.

C. Conditional Uses

In the Forest zone, the following uses and their accessory buildings and uses are permitted subject to county review, any specific standards for the use set forth in Section D, Article 6, and the general standards for the zone:

1. Log scaling and weigh stations.
2. Forest management research and experimentation facilities as defined by ORS 526.215 or where accessory to forest operations.
3. A manufactured dwelling or recreational vehicle, or the temporary residential use of an existing building, in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative subject to D.11 and Article 7.
4. Parking of up to seven dump trucks and seven trailers.
5. Home occupations subject to Article 6.
6. Permanent facility for the primary processing of forest products subject to D.12.
7. Permanent logging equipment repair and storage.
8. Private seasonal accommodations for fee hunting operations subject to Subsections D.5.
9. Private accommodations for fishing occupied on a temporary basis may be allowed subject to Subsections D.6.
10. Mining and processing of oil, gas, or other subsurface resources, as defined in ORS Chapter 520, and not otherwise permitted under Section C (e.g., compressors, separators and storage serving multiple wells), and mining and processing of aggregate and mineral resources as defined in ORS Chapter 517.
11. Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.
12. Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.
13. Construction of additional passing and travel lanes requiring the acquisition of right-of-way but not resulting in the creation of new parcels.
14. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new parcels.
15. Improvement of public road and highway related facilities, such as maintenance yards, weigh stations, and rest areas, where additional property or right-of-way is required but not resulting in the creation of new land parcels.
16. Expansion of existing airports.
17. Television, microwave and radio communication facilities and transmission towers.

18. New electric transmission lines with right of way widths of up to 100 feet as specified in ORS 772.210. New distribution lines (e.g., gas, oil, geothermal, telephone, fiber optic cable) with rights-of-way 50 feet or less in width.
19. Water intake facilities, related treatment facilities, pumping stations, and distribution lines.
20. Reservoirs and water impoundments.
21. Disposal site for solid waste approved by the governing body of a city or county or both and for which the Oregon Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.
22. Commercial utility facilities for the purpose of generating power subject to Subsection D.7.
23. Aids to navigation and aviation.
24. Firearms training facility as provided in ORS 197.770(2).
25. Fire stations for rural fire protection.
26. Cemeteries.
27. Public parks subject to Subsection D.9.
28. Private parks and campgrounds subject to Subsection D.10.

D. Use Standards

1. A large tract forest dwelling authorized under ORS 215.740 may be allowed on land zoned for forest use if it is sited on a tract that does not include a dwelling and complies with other provisions of law, including the following:
 - a. The tract is at least 240 contiguous acres or 320 acres in one ownership that are not contiguous but are in the same county or adjacent counties and zoned for forest use. A deed restriction shall be filed pursuant to paragraph c. for all tracts that are used to meet the acreage requirements of this subsection.
 - b. A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or a waterway.
 - c. Where one or more lots or parcels are required to meet minimum acreage requirements:
 - (1) The applicant shall provide evidence that the covenants, conditions and restrictions form adopted as "Exhibit A" in OAR chapter 660, division 6 has been recorded with the county clerk of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(2) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.

2. Lot of record dwelling

a. The lot or parcel on which the dwelling will be sited was lawfully created and was acquired and owned continuously by the present owner as defined in paragraph d:

(1) Since prior to January 1, 1985; or

(2) By devise or by intestate succession from a person who acquired and had owned continuously the lot or parcel since prior to January 1, 1985.

b. The tract on which the dwelling will be sited does not include a dwelling;

c. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwelling exists on another lot or parcel that was part of that tract.

d. For purposes of this subsection, "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent or grandchild of the owner or a business entity owned by any one or combination of these family members.

e. The dwelling must be located on a tract that is composed of soils not capable of producing 4,000 cubic feet per year of commercial tree species and is located within 1,500 feet of a public road as defined under ORS 368.001 that provides or will provide access to the subject tract. The road shall be maintained and either paved or surfaced with rock and shall not be:

(1) A United States Bureau of Land Management road; or

(2) A United States Forest Service road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency.

f. When the lot or parcel on which the dwelling will be sited lies within an area designated in an acknowledged comprehensive plan as habitat of big game, the siting of the dwelling shall be consistent with the limitations on density upon which the acknowledged comprehensive plan and land use regulations intended to protect the habitat are based; and

g. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.

3. A single family "template" dwelling authorized under ORS 215.750 on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

- a. Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- b. Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- c. Capable of producing more than 50 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- d. Lots or parcels within urban growth boundaries shall not be used to satisfy eligibility requirements.
- e. A dwelling is in the 160-acre template if any part of the dwelling is in the 160-acre template.
- f. Except as provided by paragraph g, if the subject tract abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160 acre rectangle that is one mile long and 1/4 mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.
- g. The following applies where a tract 60 acres or larger abuts a road or perennial stream.
 - (1) The measurement shall be made in accordance with paragraph f. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and:
 - (a) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or
 - (b) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160 acre rectangle, and on the same side of the road or stream as the tract.

(2) If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

h. A proposed "template" dwelling under this ordinance is not allowed:

(1) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, or other provisions of law;

(2) Unless it complies with the requirements of Sections E and F;

(3) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under paragraph D.1.c for the other lots or parcels that make up the tract are met; or

(4) If the tract on which the dwelling will be sited includes a dwelling.

i. Where other lots or parcels that make up a tract in Subsection h:

(1) The applicant shall provide evidence that the covenants, conditions and restrictions form adopted as "Exhibit A" in OAR chapter 660, division 6 has been recorded with the county clerk of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(2) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.

4. Alteration, restoration or replacement of a lawfully established dwelling, where Subsections a or b apply:

a. Alteration or restoration of a lawfully established dwelling that:

(1) Has intact exterior walls and roof structures;

(2) Has indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;

(3) Has interior wiring for interior lights; and

(4) Has a heating system.

b. In the case of replacement, is removed, demolished or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling.

5. Private seasonal accommodations for fee hunting operations are subject to the following requirements:

a. Accommodations are limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;

b. Only minor incidental and accessory retail sales are permitted; and

- c. Accommodations are occupied temporarily for the purpose of hunting during either or both game bird or big game hunting seasons authorized by the Oregon Fish and Wildlife Commission.
6. Private accommodations for fishing occupied on a temporary basis are subject to the following requirements:
- a. Accommodations limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;
 - b. Only minor incidental and accessory retail sales are permitted;
 - c. Accommodations occupied temporarily for the purpose of fishing during fishing seasons authorized by the Oregon Fish and Wildlife Commission; and
 - d. Accommodations must be located within one-quarter mile of fish-bearing Class I waters.
7. A Commercial Utility Facility for the purpose of generating power shall not preclude more than 10 acres from use as a commercial forest operation.
8. Solid waste disposal facilities shall meet the performance and permitting requirements of the Department of Environmental Quality under ORS 459.245, shall meet the requirements of Article 6, and shall comply with the following requirements.
- a. The facility shall be designed to minimize conflicts with existing and permitted uses allowed under plan designations for adjacent parcels as outlined in policies of the Comprehensive Plan.
 - b. The facility must be of a size and design to minimize noise or other detrimental effects when located adjacent to farm, forest and grazing dwellings(s) or a residential zone.
 - c. The facility shall be fenced when the site is located adjacent to dwelling(s) or a residential zone and landscaping, buffering and/or screening shall be provided.
 - d. If located in a forested area, the county shall condition approval to ensure that minimum fire safety measures will be taken, including but not limited to requiring that the area surrounding the facility is kept free from litter and debris.
 - e. Access roads or easements for the facility shall be improved to the county's Transportation System Plan standards and comply with grades recommended by the Public Works Director.
 - f. The county may limit hours of operation for the facility to be compatible with adjacent uses.
 - g. Comply with other conditions deemed necessary.
9. Public parks may include:
- a. All uses allowed under Statewide Planning Goal 4;

b. The following uses, if authorized in a local or park master plan that is adopted as part of the local comprehensive plan, or if authorized in a state park master plan that is adopted by OPRD:

(1) Campground areas: recreational vehicle sites; tent sites; camper cabins; yurts; teepees; covered wagons; group shelters; campfire program areas; camp stores;

(2) Day use areas: picnic shelters, barbecue areas, swimming areas (not swimming pools), open play fields, play structures;

(3) Recreational trails: walking, hiking, biking, horse, or motorized off-road vehicle trails; trail staging areas;

(4) Boating and fishing facilities: launch ramps and landings, docks, moorage facilities, small boat storage, boating fuel stations, fish cleaning stations, boat sewage pumpout stations;

(5) Amenities related to park use intended only for park visitors and employees: laundry facilities; recreation shops; snack shops not exceeding 1500 square feet of floor area;

(6) Support facilities serving only the park lands wherein the facility is located: water supply facilities, sewage collection and treatment facilities, storm water management facilities, electrical and communication facilities, restrooms and showers, recycling and trash collection facilities, registration buildings, roads and bridges, parking areas and walkways;

(7) Park Maintenance and Management Facilities located within a park: maintenance shops and yards, fuel stations for park vehicles, storage for park equipment and supplies, administrative offices, staff lodging; and

(8) Natural and cultural resource interpretative, educational and informational facilities in state parks: interpretative centers, information/orientation centers, self-supporting interpretative and informational kiosks, natural history or cultural resource museums, natural history or cultural educational facilities, reconstructed historic structures for cultural resource interpretation, retail stores not exceeding 1500 square feet for sale of books and other materials that support park resource interpretation and education.

c. Visitor lodging and retreat facilities if authorized in a state park master plan that is adopted by OPRD: historic lodges, houses or inns and the following associated uses in a state park retreat area only:

(1) Meeting halls not exceeding 2000 square feet of floor area;

(2) Dining halls (not restaurants).

10. Private Campgrounds and Campsites.

a. Campgrounds in private parks may be permitted, subject to the following:

(1) Except on a lot or parcel contiguous to a lake or reservoir, campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR chapter 660, division 4.

(2) A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.

(3) Campgrounds authorized by this rule shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations.

(4) Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive six-month period.

b. Campsites within campgrounds meeting the requirement of D.10.a and permitted pursuant to Article 6 must comply with the following:

(1) Allowed uses include tent, travel trailer or recreational vehicle; yurts are also allowed uses, subject to D.10.b(3).

(2) Separate sewer, water or electric service hook-ups shall not be provided to individual camp sites except that electrical service may be provided to yurts.

(3) No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt. The yurt shall be located on the ground or on a wood floor with no permanent foundation.

11. For single-family dwellings, the landowner shall sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

12. Permanent facility for the primary processing of forest products that is:

a. Located in a building or buildings that do not exceed 10,000 square feet in total floor area, or

b. Located in an outdoor area that does not exceed one acre excluding laydown and storage yards, or

c. Located in a combination of indoor and outdoor areas described in Subsections a and b; and

d. Adequately separated from surrounding properties to reasonably mitigate noise, odor, and other impacts generated by the facility that adversely affect forest management and other existing uses, as determined by the governing body.

E. Siting Standards for Dwellings and Structures in Forest Zones

The following siting criteria or their equivalent shall apply to all new dwellings and structures in forest zones. These criteria are designed to make such uses compatible with forest operations, to minimize wildfire hazards and risks and to conserve values found on forest lands. A governing body shall consider the criteria in this section together with the requirements of Section F to identify the building site:

1. Dwellings and structures shall be sited on the parcel so that:
 - a. They have the least impact on nearby or adjoining forest or agricultural lands;
 - b. The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;
 - c. The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and
 - d. The risks associated with wildfire are minimized.
2. Siting criteria satisfying Subsection 1 may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.
3. The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR chapter 629). For purposes of this section, evidence of a domestic water supply means:
 - a. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water;
 - b. A water use permit issued by the Water Resources Department for the use described in the application; or
 - c. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the county upon completion of the well.
4. As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.
5. Approval of a dwelling shall be subject to the following requirements:

- a. Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in department of Forestry administrative rules;
- b. The planning department shall notify the county assessor of the above condition at the time the dwelling is approved;
- c. Stocking survey report:
 - (1) If the lot or parcel is more than 30 acres, the property owner shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules;
 - (2) Upon notification by the assessor the Department of Forestry will determine whether the tract meets minimum stocking requirements of the Forest Practices Act. If that department determines that the tract does not meet those requirements, that department will notify the owner and the assessor that the land is not being managed as forest land. The assessor will then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax; and
- d. The county governing body or its designate shall require as a condition of approval of a single-family dwelling under ORS 215.213, 215.383 or 215.284 or otherwise in a farm or forest zone, that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

F. Fire-Siting Standards for Dwellings and Structures

The following fire-siting standards or their equivalent shall apply to all new dwelling or structures in a forest zone:

1. The dwelling shall be located upon a parcel within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district. If the governing body determines that inclusion within a fire protection district or contracting for residential fire protection is impracticable, the governing body may provide an alternative means for protecting the dwelling from fire hazards that shall comply with the following:
 - a. The means selected may include a fire sprinkling system, onsite equipment and water storage or other methods that are reasonable, given the site conditions;
 - b. If a water supply is required for fire protection, it shall be a swimming pool, pond, lake, or similar body of water that at all times contains at least 4,000 gallons or a stream that has a continuous year round flow of at least one cubic foot per second;

c. The applicant shall provide verification from the Water Resources Department that any permits or registrations required for water diversion or storage have been obtained or that permits or registrations are not required for the use; and

d. Road access shall be provided to within 15 feet of the water's edge for firefighting pumping units. The road access shall accommodate the turnaround of firefighting equipment during the fire season. Permanent signs shall be posted along the access route to indicate the location of the emergency water source.

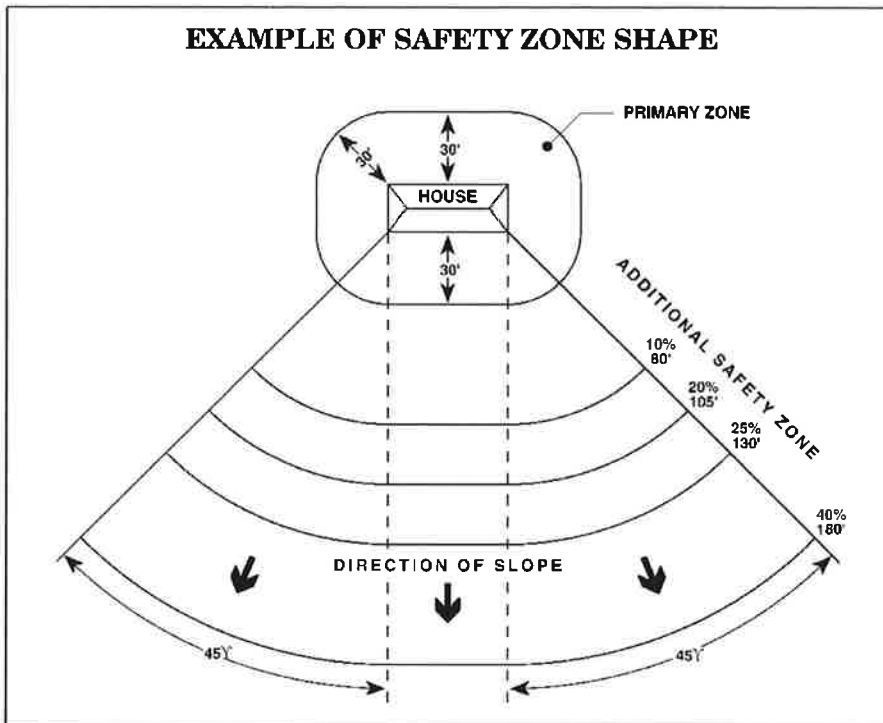
2. Road access to the dwelling shall meet road design standards described in OAR 660-006-0040.

3. The owners of the dwellings and structures shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by the Oregon Department of Forestry and shall demonstrate compliance with Table 3.020-1.

TABLE 3.020-1 Minimum Primary Safety Zone

<i>Slope</i>	<i>Feet of Primary Safety Zone</i>	<i>Feet of Additional Primary Safety Zone Down Slope</i>
<i>0%</i>	<i>30</i>	<i>0</i>
<i>10%</i>	<i>30</i>	<i>50</i>
<i>20%</i>	<i>30</i>	<i>75</i>
<i>25%</i>	<i>30</i>	<i>100</i>
<i>40%</i>	<i>30</i>	<i>150</i>

Figure 3.020-1



4. The dwelling shall have a fire retardant roof.
5. The dwelling shall not be sited on a slope of greater than 40 percent.
6. If the dwelling has a chimney or chimneys, each chimney shall have a spark arrester.

G. Land Divisions

1. The minimum parcel size for new forest parcels is 80 (eighty) acres.
2. New land divisions less than the parcel size in Subsection 1 may be approved for any of the following circumstances:
 - a. For the uses listed in the following subsections provided that such uses have been approved pursuant to Article 6 and the parcel created from the division is the minimum size necessary for the use.
 - (1) Exploration for and production of geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
 - (2) Destination resorts, subject to ORS 197.435 to 197.467 and Goal 8.
 - (3) Log scaling and weigh stations

(4) Permanent facility for the primary processing of forest products subject to D.12.

(5) Permanent logging equipment repair and storage.

(6) Mining and processing of oil, gas, or other subsurface resources, as defined in ORS Chapter 520, and not otherwise permitted under Subsection B.15 (e.g., compressors, separators and storage serving multiple wells), and mining and processing of aggregate and mineral resources as defined in ORS Chapter 517.

(7) Television, microwave and radio communication facilities and transmission towers.

(8) Water intake facilities, related treatment facilities, pumping stations, and distribution lines.

(9) Reservoirs and water impoundments.

(10) Disposal site for solid waste approved by the governing body of a city or county or both and for which the Oregon Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.

(11) Commercial utility facilities for the purpose of generating power subject to Subsection D.7.

(12) Aids to navigation and aviation.

(13) Firearms training facility as provided in ORS 197.770(2).

(14) Fire stations for rural fire protection.

(15) Cemeteries.

(16) Public parks subject to Subsection D.9.

(17) Private parks and campgrounds subject to Subsection D.10.

b. For the establishment of a parcel for a dwelling that has existed since before June 1, 1995, subject to the following requirements:

(1) The parcel established may not be larger than five acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall not be larger than 10 acres; and

(2) The parcel that does not contain the dwelling is not entitled to a dwelling unless subsequently authorized by law or goal and the parcel either:

(a) Meets the minimum land division standards of the zone; or

(b) Is consolidated with another parcel, and together the parcels meet the minimum land division standards of the zone.

c. To allow a division of forest land to facilitate a forest practice as defined in ORS 527.620 that results in a parcel that does not meet the minimum area requirements of Subsection 1. Approvals shall be based on findings that demonstrate that there are unique property specific characteristics present in the proposed parcel that require an amount of land smaller than the minimum area requirements of Subsection 1 in order to conduct the forest practice. Parcels created pursuant to this paragraph:

- (1) Are not eligible for siting of a new dwelling;
- (2) May not serve as the justification for the siting of a future dwelling on other lots or parcels;
- (3) May not, as a result of the land division, be used to justify redesignation or rezoning of resource lands; and
- (4) May not result in a parcel of less than 35 acres, unless the purpose of the land division is to:
 - (a) Facilitate an exchange of lands involving a governmental agency; or
 - (b) Allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land.

d. To allow a division of a lot or parcel zoned for forest use if:

- (1) At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
- (2) Each dwelling complies with the criteria for a replacement dwelling under paragraph D.4.a;
- (3) Except for one parcel, each parcel created under this paragraph is between two and five acres in size;
- (4) At least one dwelling is located on each parcel created under this paragraph; and
- (5) The landowner of a parcel created under this paragraph provides evidence that a restriction prohibiting the landowner and the landowner's successors in interest from further dividing the parcel has been recorded with the county clerk of the county in which the parcel is located. A restriction imposed under this paragraph shall be irrevocable unless a statement of release is signed by the county planning director of the county in which the parcel is located indicating that the comprehensive plan or land use regulations applicable to the parcel have been changed so that the parcel is no longer subject to statewide planning goals protecting forestland or unless the land division is subsequently authorized by law or by a change in a statewide planning goal for land zoned for forest use.

e. To allow a proposed division of land to preserve open space or parks, as provided in ORS 215.783.

3. A lot or parcel may not be divided under paragraph G.2.d if an existing dwelling on the lot or parcel was approved under a statute, an administrative rule or a land use regulation as defined in ORS 197.015 that required removal of the dwelling or that prohibited subsequent division of the lot or parcel.

4. Restrictions

a. An applicant for the creation of a parcel pursuant to paragraph 2.b shall provide evidence that a restriction on the remaining parcel, not containing the dwelling, has been recorded with the county clerk. The restriction shall allow no dwellings unless authorized by law or goal on land zoned for forest use except as permitted under Subsection 2.

b. A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county where the property is located indicating that the comprehensive plan or land use regulations applicable to the property have been changed in such a manner that the parcel is no longer subject to statewide planning goals pertaining to agricultural land or forest land.

5. A landowner allowed a land division under Subsection 2 shall sign a statement that shall be recorded with the county clerk of the county in which the property is located, declaring that the landowner will not in the future complain about accepted farming or forest practices on nearby lands devoted to farm or forest use.

6. The county governing body or its designate may not approve a property line adjustment of a lot or parcel in a manner that separates a temporary hardship dwelling or home occupation from the parcel on which the primary residential use exists.

7. A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for forest use and is smaller than the minimum parcel size, provided that:

a. If the parcel contains a dwelling, it must be large enough to support continued residential use.

b. If the parcel does not contain a dwelling:

(1) It is not eligible for siting a dwelling, except as may be authorized under ORS 195.120;

(2) It may not be considered in approving a redesignation or rezoning of forest lands, except to allow a public park, open space, or other natural resource use; and

(3) The owner of the parcel shall record with the county clerk an irrevocable deed restriction prohibiting the owner and all successors in interest from pursuing a cause of action or claim of relief alleging injury from farming or forest practices for which a claim or action is not allowed under ORS 30.936 or 30.937.

H. Development Standards

All dwellings and structures approved pursuant to Section 3.020 shall be sited in accordance with this Section.

1. Lot Size Standards. Lot size shall be consistent with the requirements of Section G.

2. Setbacks.

a. The front yard setback from the property line shall be 20 feet for property on a local street and 40 feet on a minor collector, 60 feet from a property line fronting on a major collector ROW, and 100 feet from a property line fronting on an arterial.

b. Each side yard setback shall be a minimum of 25 feet.

c. Rear yards shall be a minimum of 25 feet.

d. Stream Setback. All sewage disposal installations such as outhouses, septic tank and drainfield systems shall be set back from the high-water line or mark along all streams and lakes a minimum of 100 feet, measured at right angles to the high-water line or mark. All structures, buildings, or similar permanent fixtures shall be set back from the high-water line or mark along all streams or lakes a minimum of 100 feet measured at right angles to the high-water line or mark.

e. Big Game Range Restrictions. Standards found in Article 3 Section 3.200 Significant Resource Overlay Zone apply.

3. Height.

a. Dwellings shall not exceed a height of 35 feet.

b. Non-residential structures shall not exceed a height of 35 feet.

I. Transportation Impacts

1. Traffic Impact Analysis (TIA). In addition to the other standards and conditions set forth in this section, a TIA will be required for all projects generating more than 400 passenger car equivalent trips per day. Heavy vehicles – trucks, recreational vehicles and buses – will be defined as 2.2 passenger car equivalents. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and, mitigation of the impacts. If the corridor is a State Highway, use ODOT standards. (MC-C-8-98)

ARTICLE 6. CONDITIONAL USES

SECTION 6.010. AUTHORIZATION TO GRANT OR DENY CONDITIONAL USES.

A conditional use listed in this ordinance shall be permitted, altered or denied in accordance with the standards and procedures of this ordinance and this article by action of the Planning Commission unless exempted by Section 6.015. In the case of a use existing prior to the effective date of this ordinance and classified in this ordinance as a conditional use, a change in use or in lot area or an alteration of structure shall conform with the requirements for a conditional use.

SECTION 6.015. REQUIREMENTS UNDER A STATE ENERGY FACILITY SITE CERTIFICATE.

If a holder of a Site Certificate issued by the Oregon Energy Facility Siting Council requests a conditional use permit for an energy facility as outlined under ORS 469.401(3) and pays the requisite fee, the Planning Director shall issue such conditional use permit. The conditional use permit shall incorporate only the standards and conditions in Morrow County's land use and other ordinances as contained in the site certificate. Issuance of the Conditional Use Permit shall be done promptly, not taking more than four weeks once it has been determined that a valid Site Certificate has been issued, the applicant has submitted a complete application and the fee has been received

SECTION 6.020. GENERAL CRITERIA.

In judging whether or not a conditional use proposal shall be approved or denied, the Commission shall weigh the proposal's appropriateness and desirability, or the public convenience or necessity to be served against any adverse conditions that would result from authorizing the particular development at the location proposed and, to approve such use, shall find that the following criteria are either met or can be met by observance of conditions.

- A. The proposal will be consistent with the Comprehensive Plan and the objectives of the Zoning Ordinance and other applicable policies and regulations of the County.
- B. If located within the Urban Growth Boundary of a city, that said city has had an opportunity to review and comment on the subject proposal.
- C. The proposal will not exceed carrying capacities of natural resources or public facilities.

SECTION 6.025. RESOURCE ZONE STANDARDS FOR APPROVAL.

- A. In the Exclusive Farm Use zone a conditional use may be approved only when the County finds that the use will not:
 - 1. Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or
 - 2. Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.
- B. In the Forest Use Zone a conditional use may be approved only when requirements that are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands are met. A conditional use may be approved only when the County finds that the use will not:
 - 1. Force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;
 - 2. Significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel; and

3. A written statement recorded with the deed or written contract with the County is obtained from the land owner that recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules. (MC OR-1-2013)

SECTION 6.030. GENERAL CONDITIONS.

In addition to the standards and conditions set forth in a specific zone, this article, and other applicable regulations; in permitting a new conditional use or the alteration of an existing conditional use, the Commission may impose conditions which it finds necessary to avoid a detrimental impact and to otherwise protect the best interests of the surrounding area or the County as a whole. These conditions may include the following:

A. Limiting the manner in which the use is conducted including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.

B. Establishing a special yard or other open space or lot area or dimension.

C. Limiting the height, size or location of a building or other structure.

D. Designating the size, number, location and nature of vehicle access points.

1. Where access to a county road is needed, a permit from Morrow County Public Works department is required. Where access to a state highway is needed, a permit from ODOT is required.

2. In addition to the other standards and conditions set forth in this section, a Traffic Impact Analysis (TIA) will be required for all projects generating more than 400 passenger car equivalent trips per day. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and mitigation of the impacts. If the corridor is a State Highway, use ODOT standards. (MC-C-8-98)

E. Increasing the amount of street dedication, roadway width or improvements within the street right-of-way.

1. It is the responsibility of the land owner to provide appropriate access for emergency vehicles at the time of development. (MC-C-8-98)

F. Designating the size, location, screening, drainage, surfacing or other improvement of a parking area or loading area.

G. Limiting or otherwise designating the number, size, location, height, and lighting of signs.

H. Limiting the location and intensity of outdoor lighting and requiring its shielding.

I. Requiring diking, screening, landscaping or another facility to protect adjacent or nearby property and designating standards for its installation and maintenance.

J. Designating the size, height, location and materials for a fence.

K. Protecting and preserving existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.

L. Other conditions necessary to permit the development of the County in conformity with the intent and purpose of this Ordinance and the policies of the Comprehensive Plan.

SECTION 6.040. PERMIT AND IMPROVEMENTS ASSURANCE.

The Commission may require an applicant to furnish the County with a performance bond or such other form of assurance that the Commission deems necessary to guarantee development in accordance with the standards established and the conditions attached in granting a conditional use permit.

SECTION 6.050. STANDARDS GOVERNING CONDITIONAL USES.

A conditional use shall comply with the standards of the zone in which it is located and with the standards set forth in this subsection.

A. Airports, aircraft landing fields, aircraft charter, rental, service and maintenance facilities not located in an Aircraft Approach Zone: The Planning Commission shall find that the location and site design of the proposed facility will not be hazardous to the safety and general welfare of surrounding properties, nor that the location will unnecessarily restrict existing and future development of surrounding lands as designated by the Comprehensive Plan.

B. Automobile wrecking yard or junk yard: In considering a conditional use application for an automobile wrecking yard or junk yard, the Commission shall require that it be enclosed and screened from public view by a sight-obscuring fence not less than six feet in height. If applicable, the Commission shall be assured that the proposal is in conformance with applicable State regulations.

C. Cemeteries: The Commission shall require evidence and shall find that the terrain and soil types of a proposed location are suitable for interment, and that the nature of the subsoil and drainage will not have a detrimental effect on ground water sources or domestic water supplies in the area of the proposed use.

D. Church, hospital, nursing home, convalescent home, retirement home:

1. Such uses may be authorized as a conditional use only after consideration of the following factors:

a. Sufficient area provided for the building, required yards, and off-street parking (related structures and uses such as a manse, parochial school, or parish house are considered separate principal uses and additional lot areas shall be required therefore).

b. Location of the site relative to the service area.

c. Probable growth and needs therefore.

d. Site location relative to land uses in the vicinity.

e. Adequacy of access to and from principal streets together with the probable effects on the traffic volumes of abutting and nearby streets.

2. Such uses or related buildings shall be at least 30 feet from a side or rear lotline.
3. Such uses may be built to exceed the height limitations of the zone in which it is located to a maximum height of 50 feet if the total floor area of the building does not exceed the area of the site and if the yard dimensions in each case are equal to at least two-thirds of the height of the principal structure.

E. Clinics, clubs, lodges, fraternal organizations, community centers and grange halls, golf courses, grounds and buildings for games or sports, country clubs, swimming, boating, tennis clubs, and similar activities, governmental structures and land uses, parks, playgrounds. In considering the above, the Planning Commission may authorize the conditional use after assurance that the following are to be provided:

1. Adequate access from principal streets.
2. Adequate off-street parking.
3. Adequate building and site design provisions to minimize noise and glare from the building and site.

F. Dog Pounds and Kennels: The Planning Commission may authorize a dog pound or kennel as a conditional use provided that building and site design provisions are adequate to minimize noise and odor. When necessary to protect surrounding properties, the Planning Commission may require a sight-obscuring fence or hedge, and may restrict vehicular access and loading facilities, especially those required by trucks transporting large animals.

G. Home Occupations, when permitted as a conditional use and conducted as an accessory use, shall be subject to the following limitations:

1. The home occupation is to be secondary to the main use of the property as a residence and shall be conducted ~~only by the resident of such dwelling~~ within the same dwelling or in an accessory building on the same ~~or adjacent~~ property.
2. No structural alterations shall be allowed to accommodate the home occupation except when otherwise required by law, and then only after the plans for such alteration have been reviewed and approved. Such structural alterations shall not detract from the outward appearance of the building as an accessory structure to a residence.
3. One non-illuminated sign not to exceed 200 square inches and bearing only the name and occupation of the resident shall be permitted. Applicant must show consistency with applicable sign provisions in Article 4 of this Ordinance.
4. No materials or mechanical equipment shall be used which will be detrimental to the residential use of the property or adjoining residences because of vibration, noise, dust, smoke, odor, interferences with radio or television reception, or other factors.
5. No materials or commodities shall be delivered to or from the property which are of such bulk or quantity as to require delivery by a commercial vehicle or a trailer or the parking of customer's vehicles in a manner or frequency as to cause disturbance or inconvenience to nearby residents or so as to necessitate off-street parking.

6. Retail sales shall be limited or accessory to a service.
7. Be operated by a resident or employee of a resident of the property on which the business is located. No persons shall be employed except members of the immediate family.
8. The permit allowing a home occupation shall be reviewed every 12 months following the date the permit was issued and may continue the permit if the home occupation continues to comply with the requirements of this section.
9. Employ on the site no more than five full-time or part-time persons.
10. Not unreasonably interfere with other uses permitted in the zone in which the property is located.
11. When a bed and breakfast facility is sited as a home occupation on the same tract as a winery established pursuant to Section 3.010 and is operated in association with the winery:
 - a. The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and
 - b. The meals may be served at the bed and breakfast facility or at the winery.

H. Landfill, solid waste disposal site: The Planning Commission may authorize a landfill or other solid waste disposal site as a conditional use, subject to the following standards:

1. The facility shall be designed to minimize conflicts with existing and permitted uses allowed under plan designations for adjacent parcels as outlined in policies of the Comprehensive Plan. The proposed site shall not create a fire hazard, litter, insect or rodent nuisance, or air or water pollution in the area.
2. The facility must be of a size and design to minimize noise or other detrimental effects when located adjacent to farm, forest, and grazing dwellings or a residential zone. The proposed site shall be located in or as near as possible to the area being served.
3. The facility shall be fenced when the site is located adjacent to dwelling(s) or a residential zone, and landscaping, buffering, and/or screening shall be provided. The proposed site shall be located at least one-fourth mile from any existing dwelling, home, or public road (except the access road).
4. If located in a forested area, the county shall condition approval to ensure that minimum fire safety measures will be taken, including but not limited to requiring that the area surrounding the facility is kept free from litter and debris. The proposed site shall be provided with a maintained access road (all-weather).
5. Access roads or easements for the facility shall be improved to the county's Transportation System Plan standards and comply with grades recommended by the Public Works Director.

6. The county may limit hours of operation for the facility to be compatible with adjacent uses.

7. Comply with other conditions deemed necessary.

I. Mining, or other extraction activity: The following uses shall be permitted subject to the review standards of this Ordinance: mining more than 1000 cubic yards of material or excavation preparatory to mining of a surface area of more than one acre on land zoned for Farm Use (EFU, ~~and RRI and SF40~~) and 5000 cubic yards in other zones (i.e. PI, MG, SAI and FU) of material, stockpiling and processing of mineral and aggregate materials. Temporary use of offices, shops or other accessory structures used for the management and maintenance of mining and processing equipment; sale of mining products extracted and processed on-site; storage of transportation equipment or storage of machinery or equipment used in conjunction with on-site mining or processing; other activities including buildings and structures necessary and accessory to development or reclamation of a mineral or aggregate resource should be part of the overall conditional permit application. (MC OR-1-2013)

General Permitting Provisions:

1. New Permit: For an application for mining to be complete an applicant must provide a map and other documentation to show the permit area boundary, property lines and other pertinent information that will address the requirements of the Approval Criteria.
2. Continuation: When a mine has been lawfully permitted in the County and the owner or operator was issued and continuously renewed a State permit, the permit will remain valid as long as the operation still conforms to the Conditions of the local and State permits. After a period of inactivity of 12 years, and the owner or operator wishes to renew mine activity, a Zoning Permit re-validation letter (along with the usual Zoning Permit fee) must be submitted to the Planning Department in order to review the Conditions of Approval. Approval of this type of request is not a land use decision and shall be an administrative action by the Planning Director without a public hearing but shall be subject to an at least 14-day notice to affected landowners.
3. Alteration: Requests for permit alteration shall be made when the operator or owner proposes changes to the mining activity that no longer conform to the requirements of the original permit. For alterations if the decision does not involve an amendment to the Comprehensive Plan, it shall be an administrative decision by the Planning Director without a public hearing but shall be subject to an at least 14-day public notice period to provide an opportunity for any person adversely affected, or who is entitled to notice, to file an appeal.
4. Emergency Permits. In concurrence with a DOGAMI emergency operating permit, the Planning Director may issue an emergency aggregate mining approval in response to a natural disaster with the intent to abate the imminent threat. The permit will be valid for the duration of the concurrent DOGAMI permit. If after termination of the emergency operating permit the operator wishes to continue the mining operation, the operator shall follow the procedures for an aggregate mine approval as required in the use zone the mining operation is located in. (MC OR-1-2013)

Local Permit Approval Criteria: An application for mineral or aggregate mining must address provisions found in Article 6 Conditional Uses Section 6.020 General Criteria, Section 6.025 Resource Zone Standards for Approval when in a Farm or Forest Zone, and the following:

1. Proposed hours and/or days of operation. The conditions as to when the mining and processing would be restricted to specific hours of operation or days when mining operations would be limited. For operations conducted after dark, limiting the location and intensity of outdoor lighting and requiring its shielding.
2. Limiting or otherwise designating the number, size, location, height, and lighting of signs. Signs other than safety signs must comply with the sign requirements in Section 4 of the Zoning Ordinance.
3. A rock crusher, washer or sorter shall not be located within 500 feet from a residential or commercial use unless it can be established that the use will meet DEQ performance standards for noise and not be expected to cause a noise nuisance at nearby residential or commercial uses. In farm or forest use zones the processing of rock, aggregate or minerals shall not be within one-half mile of a noise sensitive area if the operation operates more than nine hours per day or for more than five days per week. (ORS 467.120(2)).
4. All water necessary for the proposed operation shall be appropriated and legally available to the site.
5. The discharge of airborne contaminants and dust created by mining shall comply with applicable DEQ ambient air quality and emissions standards, or approval shall be conditioned to ensure that such standards will not be violated.
6. A Reclamation Plan approved by DOGAMI will be required for mining operations. When reviewing an applicant's submittal regarding a proposed reclamation plan, Morrow County will review the plan against the following criteria:
 - a. A description of the present land use and planned beneficial use of the site following the mining activity. The applicant must demonstrate that the planned beneficial use is compatible with the Comprehensive Plan and Zoning Ordinance.
 - b. Provisions for the backfilling, recontouring, topsoil replacement, seedbed preparation, mulching, fertilizing, selection of plant species, seeding or planting rates, and schedules;
 - c. Provisions for adequate setbacks and slopes to protect adjacent property and public safety;
 - d. A proposed time schedule for surface mining and reclamation procedures for the removal or disposal of all equipment, refuse, structures, and foundations from the permit area except permanent structures that are part of an approved Reclamation Plan.
7. In accordance with the Transportation System Plan, the requirements of the Public Works Department or the Oregon Department of Transportation shall be complied with regarding the minimization of potential conflicts to local roads used for access and egress to the mining site.

8. Designating the size, number, location and nature of vehicle access points.
 - a. Where access to a county road is needed, a permit from Morrow County Public Works department is required. Where access to a state highway is needed, a permit from ODOT is required.
 - b. In addition to the other standards and conditions set forth in this section, a Traffic Impact Analysis (TIA) will be required for all projects generating more than 400 passenger car equivalent trips per day. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and mitigation of the impacts. If the corridor is a State Highway, use ODOT standards.(MC-C-8-98)
9. Increasing the amount of street dedication, roadway width or improvements within the street right-of-way. It is the responsibility of the land owner to provide appropriate access for emergency vehicles at the time of development. (MC-C-8-98)
10. An application for a mining operation contiguous to an existing operation approved under this section shall be evaluated in conjunction with the existing site when it appears the sites will be managed and operated as one.
11. Ensuring adequate space for parking and loading.
12. Approvals for or that include operations that batch and blend mineral and aggregate into asphalt cement may not be authorized within two miles of a planted vineyard.(one or more vineyards totaling 40 acres or more that are planted as of the date the application for batching and blending is filed).
13. A plan for the control of noxious weeds. (MC OR-1-2013)

J. Commercial use or accessory use not wholly enclosed within a building or a retail establishment, office, service commercial establishment, financial institution, or personal or business service establishment on a lot in a residential zone. In any zone, permitting a commercial use or accessory use not wholly enclosed within a building or a retail establishment, office, service commercial establishment, financial institution, or personal or business service establishment on a lot abutting or across the street from a lot in a residential zone may be permitted as a conditional use subject to the following standards:

1. A sight-obscuring fence or evergreen hedge may be required by the Planning Commission when, in its judgment, such a fence or hedge or combination thereof is necessary to preserve the values of nearby properties or to protect the aesthetic character of the neighborhood or vicinity.
2. In addition to the requirements of the applicable zone, the Planning Commission may further regulate the placement and design of signs and lights in order to preserve the values of nearby properties; to protect them from glare, noise, or other distractions; or to protect the aesthetic character of the neighborhood or vicinity.

3. In order to avoid unnecessary traffic congestion and hazards, the Planning Commission may limit access to the property.

K. Commercial amusement establishment. A commercial amusement establishment may be authorized after consideration of the following factors:

1. Adequacy of access from principal streets together with the probable effect of traffic volumes of abutting and nearby streets.

2. Adequacy of off-street parking.

3. Adequacy of building and site design provisions to maintain a reasonable minimum of noise and glare from the building and site.

L. Mobile Home Park. A mobile home park shall be built to state standards in effect at the time of construction, the following provisions, and any additional conditions set forth in the Commission's approval prior to occupancy.

1. Evidence shall be provided that the park will be eligible for a certificate of sanitation as required by state law.

2. The space provided for each mobile home shall be provided with piped potable water and electrical and sewerage connections and shall not be less than 30 feet in width nor less than 40 feet in length.

3. The number of spaces for mobile homes shall not exceed 12 for each acre of the total area in the mobile home park. Except that the Commission may vary this density as follows:

a. If dedicated open space equals 50% or more of the total area of the park, a maximum 10% increase in units per acre may be granted.

b. If in addition to (a) a maintained playground area with approved equipment, such as goal posts, swings, slides, etc., is provided, the maximum increase in units per acre may be increased an additional 5%.

c. If in addition to (a) and (b) an approved recreation/community building is provided, an additional 10% increase of units/acre may be allowed (maximum total increase possible - 25%).

4. A mobile home shall occupy not more than 40 percent of the contiguous space provided for the exclusive use of the occupants of the mobile homes and exclusive of space provided for the common use of tenants, such as roadways, general use structures, parking spaces, walkways, and areas for recreation and landscaping.

5. No mobile home in the park shall be located closer than 15 feet from another mobile home or from a general use building in the park. No mobile home accessory building or other building or structure on a mobile home space shall be closer than 10 feet from a mobile home accessory building or other building or structure on another mobile home space. No mobile home or other building or structure shall be within 25 feet of a public street property boundary or 10 feet of another property boundary.

6. A mobile home permitted in the park shall meet the following standards as determined by an inspection by the building official.

a. It shall have a state insignia indicating compliance with Oregon State Home Construction Standards in effect at the time of manufacture and including compliance for reconstruction or equipment installation made after manufacture.

b. Notwithstanding deterioration which may have occurred due to misuse, neglect, accident or other cause, the mobile home shall meet the state standards for mobile home construction evidenced by the insignia.

c. It shall contain not less than 225 square feet of space as determined by measurement of the exterior of the unit exclusive of any trailer hitch device.

d. It shall contain a water closet, lavatory, shower or tub, and a sink in a kitchen or other food preparation space.

7. A mobile home permitted in the park shall be provided with a continuous skirting, and if a single-wide unit, shall be tied down with devices that meet state standards for tie down devices.

8. There shall be no outdoor storage of furniture, tools, equipment, building materials or supplies belonging to the occupants or management of the park.

9. The land which is used for park purposes shall be surrounded, except at entry and exit places, by a sight-obscuring fence or hedge not less than six feet in height. The fence or hedge shall be maintained in a neat appearance.

10. If the park provides spaces for 50 or more mobile home units, each vehicular way in the park shall be named and marked with signs which are similar in appearance to those used to identify public streets. A map of the named vehicular ways shall be provided to the appropriate fire department.

11. If a mobile home space or permanent structure in a park within the Urban Growth Boundary of a city is more than 500 feet from a public fire hydrant, the park shall have water supply mains designed to serve fire hydrants and hydrants shall be provided within 500 feet of such space or structure. Each hydrant within the park shall be located on a vehicular way and shall conform in design and capacity to the public hydrants in the affected city.

12. Open Space. A minimum of at least 2,500 square feet plus 100 square feet per mobile home space shall be provided for a recreational play area group or community activities. (No play area is required if the individual mobile home spaces contain in excess of 4,000 square feet). The Planning Commission may require this area to be protected from streets, parking areas, or the like, by a fence or the equivalent, that conforms to fence regulations, but at least 30 inches in height where allowed by fence ordinances. Unless otherwise approved, no required open space area shall contain less than 2,500 square feet. Recreation areas shall be improved with grass, plantings, surfacing or buildings suitable for recreational use.

No recreation facility created within a mobile home park wholly to satisfy the

requirements of this section shall be open to, or offered in itself to, the general public.

13. Parking space requirement. A parking space shall be provided for each mobile home space on the site. In addition, guest parking spaces shall also be provided in every mobile home park within 200 feet of the mobile home spaces and at a ratio of one parking space for each two mobile home spaces. Parking spaces shall have durable and dustless surfaces adequately maintained for all-weather use and shall be properly drained.

14. All mobile home parks over 10 acres in size shall be located so as to have access on a street designated as a collector street.

15. All trailer parks containing a total site area of 20 acres or more shall provide a secondary access to the trailer park. Such secondary access shall enter the public street system at least 150 feet from the primary access.

16. Lighting shall be installed along the access ways of the trailer park and the recreation area with lights of 100 watts or better not over 100 feet apart. Wire for service to light poles and trailer spaces shall be underground.

17. Roadways within the park shall be improved with an all-weather dustless surface and shall not be less than 30 feet in width if parking is permitted on the margin of the roadway, or less than 20 feet in width if parking is not permitted on the edge of the roadway and an adequate designated area is provided and improved for guest parking and tenant recreational vehicles (such area shall be designed and improved to provide not less than one parking space per each two spaces in the park).

18. No mobile home park shall be created on a site less than one acre.

M. Multi-Family Dwelling Complex. A multi-family dwelling complex shall comply with the following provisions, and any additional conditions set forth in the Commission's approval, and shall be constructed pursuant thereto prior to occupancy.

1. The number of units permitted by the applicable zone per gross square footage of a site may be increased as follows:

a. If dedicated open space which is developed and landscaped equals 50% or more of the total area of the site, a maximum 10% increase in the number of units may be granted.

b. If in addition to (a) a maintained playground area with approved equipment, such as goal posts, swings, slides, etc., is provided, the number of units permitted may be increased 5%.

c. If in addition to (a) and (b) an approved recreational community building is provided, an additional 10% increase of units may be granted. (Maximum total increase possible is 25%).

2. There shall be no outdoor storage of furniture, tools, equipment, building materials or supplies belonging to the occupants or management of the complex.

3. If such a complex or any unit thereof is more than 500 feet from a public fire hydrant, such shall be provided at appropriate locations on a vehicular way and shall conform in

design and capacity to the public hydrants in the affected way.

4. A minimum of at least 2,500 square feet plus 100 square feet per dwelling unit shall be provided for a recreational play area, group or community activities. Such area shall be improved with grass, plantings, surfacing, equipment or buildings suitable for recreational use. The Commission may require this area to be protected from streets, parking areas, or the like, by a fence or the equivalent. (No play area is required if more than 70% of the area is preserved as open space and is sufficiently developed and landscaped, or the development is to be occupied solely by the elderly.

5. All such complexes with more than 20 dwelling units shall be located so as to have access on a street designated as a collector unless otherwise approved by the Commission.

6. All such complexes shall provide both an ingress and egress.

7. All roadways and parking areas shall be paved, and roadways shall not be less than 20 feet in width, except as approved by the Commission.

8. A sight-obscuring fence or evergreen hedge may be required by the Commission when, in its judgment, such screening is necessary to preserve the values of nearby properties, protect the aesthetic character of the neighborhood or vicinity, and to provide security for occupants of the subject complex.

9. All accessory structures associated with such a complex shall be set back 50 feet from the property line of an abutting single-family residential lot or use.

N. Recreational Vehicle Park (RV Park). A recreational vehicle park shall be built to state building code and public health standards in effect at the time of construction, with the following provisions and any additional conditions set forth in the Commission's approval prior to occupancy. RV Parks constructed or operated on resource land to address temporary workforce housing needs shall conform with Oregon Administrative Rule.

1. Roadways shall be not less than 30 feet in width if parking is permitted on the margin of the roadway, or less than 20 feet in width if parking is not permitted on the edge of the roadway.

2. Roadways shall be paved with asphalt, concrete or similar impervious surface and designed to permit easy access to each RV space.

3. Trash receptacles for the disposal of solid waste materials shall be provided at a rate of one 30 gallon container for each four RV spaces and be located within 300 feet of each RV space.

4. Recreational Vehicles may be permitted to stay in RV Parks indefinitely provided that the following conditions are met:

a. It is lawfully connected to water and electrical supply systems and a sewage disposal system.

b. Winterizing and skirting shall be required.

- c. There shall be no outdoor storage.
 - d. Occupancy of each RV shall not exceed the number of persons for which the RV was designed and manufactured.
 - e. A copy of the park rules shall be submitted by the park owner and kept on file in the Planning Department. (MC-C-1-01)
5. The total number of parking spaces in the park, exclusive of parking provided for the exclusive use of the manager or employees of the park shall be equal to one space per RV space. Parking spaces shall be covered with crushed gravel or paved with asphalt, concrete or similar material.

O. Radio, television tower, utility station or substation:

- 1. In a residential zone, all equipment storage on the site may be required to be within an enclosed building.
- 2. The use may be required to be fenced and provided with landscaping.
- 3. The minimum lot size for a public utility facility may be waived on finding that the waiver will not result in noise or other detrimental effects to adjacent property.
- 4. Transmission towers, hoses, overhead wires, plumbing stations, and similar gear shall be so located, designed and installed as to minimize their conflict with scenic values.

SECTION 6.060. PROCEDURE FOR TAKING ACTION ON A CONDITIONAL USE APPLICATION.

The procedure for taking action on a conditional use application shall follow the procedures outlined in Article 9 and as further defined below:

A. A property owner may initiate a request for a conditional use by filing an application with the Planning Department, using forms prescribed pursuant to Article 9. Applications shall be filed with the Planning Department at least 35 days prior to the Planning Commission meeting of submittal thereto.

B. If an application for a conditional use involves property and a use located within the Urban Growth Boundary of an incorporated city the Joint Management Agreement in place with that city will govern. (MC OR-1-2013)

SECTION 6.070. TIME LIMIT TO INITIATE A CONDITIONAL USE.

- A. On land zoned for Farm Use or Forest Use a conditional use permit is valid for two years from the date of the final decision. The County may grant ministerially where applicable criteria for the decision have not changed an extension period of up to 12 months on land zoned for Farm Use or Forest Use if:
- 1. An applicant makes a written request for an extension of the development approval period;
 - 2. The request is submitted to the county prior to the expiration of the approval period;
 - 3. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and

4. The county determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible.
- B. Non-Farm Dwelling and Forest Template Dwelling permits are valid for four years and an extension, when requested using the provisions above, is valid for two years.
- C. On land zoned other than Farm or Forest Use, a conditional use is valid for two years. In the case of appeals, the two year permit period shall be tolled until a decision by a review authority with final jurisdiction is made that is not appealed.

Additional one-year extensions may be authorized by county staff without providing notice and opportunity for a hearing under the following conditions:

1. An applicant makes a written request for an extension of the development approval period;
 2. The request is submitted to the county prior to the expiration of the approval period, excepting any request under consideration on the date of adoption of this amendment;
 3. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 4. The county finds that any of the following conditions occurred within the approval period:
 - a. State or Federal permits were applied for, but not issued within the approval period.
 - b. At least 10 percent of the cost of development, based on estimated or actual expenditures, has been expended to develop plans, file for permits, and complete other preliminary designs such as sewage disposal, provision of potable water, storm water management and other engineering designs necessary for the development.
 - c. Provisions of the County Code applicable to the original approval have not changed.
- D. Approval of an extension granted under this Section is an administrative decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision.
- E. The time periods described above do not take effect until all appeals are complete. (MC OR-1-2013)

SECTION 6.075. LENGTH OF PERMITS, PERMIT HOLDER, RENEWAL AND REVOCATION.

- A. Length of Permit and Permit Holder: The County may evaluate how long a particular conditional use is expected to remain valid. Some conditional uses may be considered "permanent" as a fully developed use that "runs with the land" and it attaches to and benefits the land and is not limited to a particular landowner. The County may require the owner of the original conditional use permit to record the permitted use on the deed record. The permit is the responsibility of the current owner of the property, whether that is the original applicant or a successor.

A conditional use permit may allow a use that would benefit the permit owner on a sporadic or temporary basis until the purpose for the conditional use permit no longer exists. Upon termination of the use, the land must be in a condition that it may be re-

developed in compliance with its current zoning designation. The County may authorize a conditional use permit until a particular date, for a stated period of time, or until the occurrence of a particular event. Additionally, the County may stipulate that a Conditional Use Permit will be reviewed or renewable after a stated time period.

- B. **Reviews and Renewals.** If a review or renewal date is included as a condition by which a conditional use permit is granted, initial review would be ministerial and completed by the Planning Director. The holder of the conditional use permit will be required to make application and pay the requisite fee for review. The review would evaluate the permit conditions and adherence to them, determine if any changes had taken place with the uses allowed in the zone, and determine whether any complaints had been logged concerning the property or the conditional use. If any concerns arise further review will take place at a public hearing with notice. If no concerns arise the permit will be renewed.

For conditional use permits without a review or renewal condition, or if complaints are received concerning a conditional use permit, the County may review any valid conditional use permit for compliance with the conditions of the permit. This review would be a ministerial review done by the Planning Director. If it is deemed necessary by the Planning Director to amend or revoke the permit, a public hearing with notice must be held before the Planning Commission. If action is based on a complaint the complainant may be required to pay any permit review or renewal application fees.

- C. **Revocation or Vacation.** Any conditional use permit may be vacated by the current landowner or by the County after appropriate notice and hearing when:
- The use has been terminated and there is no expectation by the land owner and the County that the use will continue;
 - The use is not being conducted in compliance with the stated conditions of the permit, or
 - The County finds that the use jeopardizes the public health, safety and welfare of Morrow County and the use does not conform to the Morrow County Code Enforcement Ordinance or other adopted ordinances. (MC OR-1-2013)

SECTION 6.080. OCCUPANCY PERMIT.

The Commission may require an occupancy permit for any conditional use permitted and approved pursuant to the provisions of this Ordinance. The Commission shall consider such a requirement for any use authorized by a conditional use permit for which the conditions have been established by the Commission upon approval of such use. The requirement of an Occupancy Permit shall be for the intent of insuring permit compliance and said permit shall not be issued except as set forth by the Commission. The authority to issue an Occupancy Permit upon compliance with the requirements and conditions of a conditional use permit may be delegated by the Commission at the time of approval of a specific conditional use permit to the Secretary of the Commission, the Planning Director, and/or the Building Official.

ARTICLE 7. DIMENSIONAL ADJUSTMENTS, VARIANCES, SPECIAL OR TEMPORARY USE PERMITS, AND NON-CONFORMING USES

SECTION 7.010 PURPOSE

Article 7 provides standards and procedures for adjustments, variances, and special or temporary use permits, which are modifications to development standards that are not otherwise permitted elsewhere in the Morrow County Zoning Ordinance or are development standards for certain uses that would be reviewed outside of a particular use zone's criteria.

The Planning Director or the Planning Commission, dependent upon the criteria identified below, may authorize dimensional adjustments or variances from the requirements of this ordinance, or authorize special or temporary use permits, where it can be shown that owing to special and unusual circumstances related to a specific lot or desired activity, strict application of the ordinance would cause an undue or unnecessary hardship. In granting these permits, Planning Director decisions would be done either under clear and objective standards; or when discretion is applied by providing notice as required by law. Those decisions identified to be approved by the Planning Commission, conditions may be attached when the Planning Commission finds it necessary to protect the best interest of the surrounding property or vicinity and otherwise achieve the purpose of this ordinance.

SECTION 7.020 INTENT

Adjustments and variances are intended to provide relief to code standards in specific situations. Both procedures are intended to ensure that the resulting development is compatible with adjacent properties and is consistent with the intent of the Code.

DIMENSIONAL ADJUSTMENTS. Dimensional adjustments provide relief from specific code provisions when a code provision has the unintended effect of preventing reasonable development in conformance with all other code requirements.

VARIANCES. Variances provide greater flexibility to code standards than dimensional adjustments where special circumstances exist or the physical characteristics of a site or its surroundings prevent reasonable development in compliance with a code standard.

Special or Temporary Use Permits are available to meet needs that may not be available within the use zone, or for certain limited duration or special need identified by the land owner or user.

SPECIAL USE PERMITS. Special use permits are generally defined by their unique characteristics. Characteristics of special use permits could be that the use is incompatible with other uses of the land on the subject property or in the vicinity, permanent improvements may be required to the site or buildings, there could be significant impact on the surrounding area, and conditions may be warranted.

TEMPORARY USE PERMITS. Temporary permits tend to be short term or seasonal in nature and may be for a special event or an emergent need. They are generally defined by limited or no adverse impact on the surrounding area.

SECTION 7.100 DIMENSIONAL ADJUSTMENTS

The following define those instances that a Dimensional Adjustment may be appropriate:

- That the literal application of the ordinance would create practical difficulties resulting in greater private expense than public benefit. An unnecessary hardship will be found when the site cannot be put to any beneficial use under the terms of the applicable ordinance.
- That the condition creating the difficulty is not general throughout the surrounding area but is unique to the applicant's site.
- That the condition was not created by the applicant. A self-created difficulty will be found if the applicant knew or should have known of the restriction at the time the site was purchased.

A. GENERAL EXCEPTIONS TO LOT SIZE REQUIREMENTS.

1. The following lot size exceptions shall only apply to lots within the Rural Service Center, Rural Residential, Farm Residential and Suburban Residential Zones.

Any parcel of land or portion thereof which is to be dedicated to a public or semi-public entity for a road, canal, railroad, utility or other public use shall be exempt from the minimum lot size requirements set forth by this Ordinance, excepting that the area available for development must be able to support the development and necessary infrastructure.

2. The following lot size exceptions shall only apply to lots within the Exclusive Farm Use, Small Farm 40, and Forest Use Zones.

Whereas land sections in the county are affected by survey adjustments, minimum requirements relative to lot sizes where applicable shall be considered as standard metes and bounds land section divisions; i.e., 160, 80, 40, 20, etc. Lot sizes therefore, may be reasonably smaller than set forth by this Ordinance if a total section acreage reduction is due to a survey adjustment or other man-made barriers over which the applicant has had no control. Applicability would be that a 158 acre parcel in the Exclusive Farm Use zone would be eligible for a farm dwelling under the acreage test if the parcel adjustment was created by such a survey adjustment, or road or other dedicated rights-of-way.

B. GENERAL EXCEPTIONS TO YARD REQUIREMENTS. The following exceptions to yard requirements are authorized for a lot in any zone.

1. Average Front Yard Setback: If there are buildings on both abutting lots which are within 100 feet of the intervening lot, and the buildings have front yards of less than the required depth for the zone, the depth of the front yard for the intervening lot need not exceed the average depth of the front yards of the abutting lots.
2. Non Building Features: Steps, terraces, platforms, and porches having no roof covering, and fences not interfering with the vision clearance requirements (see Article 4 of this Ordinance) may occupy a yard and not impact setback requirements.
3. Signs: Signs conforming to the requirements of this Ordinance (see Article 4) and all other applicable Ordinances may be permitted in required yards.
4. Canopies: A canopy installed as a temporary structure is allowable within the setback requirement. Should a canopy become a permanent attachment to the structure, necessary setback requirements will be required.

5. A side yard or rear yard may be reduced to three feet for an accessory structure erected more than 65 feet from a front lot line, provided the structure is detached from other buildings by five feet or more and does not exceed a height of one story nor an area of 450 square feet.
- C. **NONCONFORMING LOTS OF RECORD.** Any lot which is smaller than the minimum area required in any zone may be occupied by an allowed use in the zone provided that:
1. The lot was a lot in a duly platted and recorded subdivision on or before the date of this Ordinance, was a parcel created by an approved land partitioning prior to such date, or was held in a single ownership on a deed as recorded in the office of the County Clerk at the time of the passage of this Ordinance.
 2. The use conforms to all other requirements of that zone.
 3. If there is an area deficiency, residential use shall be limited to a single dwelling unit.
 4. Approval for sewage disposal is obtained and the approval has provisions for any needed future replacement.
- D. **EXCEPTION TO BUILDING HEIGHT LIMITATIONS.** The following types of structures or structural parts are not subject to the building height limitations of this Ordinance: chimneys, tanks, church spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, smokestacks, flagpoles, radio and television towers, masts, cooling towers, elevator shafts, and other similar projections. This exception does not apply within the Airport Approach or Hazard Zone.
- E. **PROJECTIONS FROM BUILDINGS.** Architectural features such as cornices, eaves, canopies, sunshades, gutters, chimneys and flues shall not project more than three (3) feet into a required yard. Any projection beyond three (3) feet would require additional setback to meet the setback requirements required within the subject Use Zone.
- F. **PLANNED UNIT DEVELOPMENT.** In any residential zone, the stated minimum lot area for residential purposes may be amended by ruling of the Planning Commission, provided that it is replaced by a Planned Unit Development with approval under Article 6 Planned Unit Development of the Subdivision Ordinance.

APPROVAL CRITERIA: The Planning Director, or their designee, may grant a Dimensional Adjustment upon finding that the following criteria are met. The burden is on the applicant to demonstrate compliance with the criteria.

1. Approval of the Dimensional Adjustment does not create a violation(s) of any other adopted ordinance or code standard;
2. An application for a Dimensional Adjustment is limited to one (1) lot or parcel per application;
3. Requests for more than one Dimensional Adjustment on the same lot or parcel shall be consolidated on one application and reviewed concurrently by the County;
4. Not more than three (3) Dimensional Adjustments may be approved for one lot or parcel in a continuous 12-month period; and
5. All applicable building code requirements and engineering design standards shall be met.

SECTION 7.200 VARIANCES

A Variance can serve multiple purposes and is designed to provide relief from the literal requirements of a regulation found within this Zoning Ordinance. The result of approving a Variance should result in improved planning that would benefit the applicant and the broader community, and it may be the first step in reevaluating requirements or allowed uses within a use zone.

- A. **MINOR VARIANCE.** For the purposes of this Ordinance, a "Minor Variance" is an "Area or Dimensional" Variance that meets one of the following conditions.
1. A request involving a deviation from a minimum lot size requirement of not more than 10%; or
 2. A request involving a deviation from a yard or setback requirement of not more than 25%; or
 3. A request for the expansion of a nonconforming use by not more than 10%.

A minor variance may be granted when the Planning Director, or designee, provides notice to adjoining and affected landowners, offers the opportunity to provide comment and request a hearing, and determines the following:

1. Granting the minor variance will equally or better meet the purpose of the regulation to be modified, and
2. If in a rural zone, that farm and forest uses or practices will not be significantly affected; if in a residential zone, that the proposal will not significantly detract from the livability or appearance of the residential area; or if in a commercial or industrial zone, that the proposal will be consistent with the desired character of the area, and
3. Any identified impacts resulting from the minor variance are mitigated to the extent practical, and
4. Granting the minor variance is the minimum necessary deviation from the requirement to satisfy the identified problem.

- B. **MAJOR VARIANCE.** The following are examples of Variances that could be considered: siting a manufactured home that is not in compliance with current manufactured home requirements, allowing for less frontage than required, allowing for a smaller lot size than required, approve a variance when a dimensional adjustment does not accomplish the needs of the property owner, and other similar or related instances. Use Variances amend or change the use of a property or structure. Area Variances tend to amend or change the area needed to validate a lot or parcel, or reduce necessary setbacks. Financial hardship does not qualify for a use or area Variance.

APPROVAL CRITERIA. The Planning Commission may grant a Major Variance upon finding that all of the following criteria are met. The burden is on the applicant to demonstrate compliance with the criteria.

1. The variance relates to a specific lot or parcel of land.
2. The Variance can be granted without substantial detriment to the public good. It would allow for a building or site plan that is more compatible with adjacent land and land uses, or it does not create a conflict with adjacent uses.
3. The Variance does not hinder compliance with applicable building code requirements or engineering design standards.
4. Approval of the Variance does not create a violation of this or any other adopted ordinance or code standard.

5. Application for a Variance should include all necessary Variances anticipated for the proposed development.
6. Application for a Variance is limited to one per year.

SECTION 7.300 SPECIAL USES

Morrow County may allow the following land uses that may or may not be specifically listed as an allowed use in a designated zone. When considering a request for a Special Use the Planning Commission will use the specific criteria to balance whether the detriment to the local community caused by granting a Special Use is outweighed by the benefit to the property owner and/or the larger community. Any change in use, relocation or expansion would require a new or amended use authorization.

MEDICAL HARDSHIP. A medical hardship is a Special Use of a manufactured home, recreational vehicle or an existing building necessary for a relative or other designated caregiver to care for or provide custody for an elderly, mentally handicapped, or infirm person whom a medical professional certifies needs this kind of care or custody. This certification will be on the medical professional's stationery or stamped by the medical professional's office, and will indicate that the patient is not physically or mentally capable of maintaining himself/herself in a residence on a separate property and is dependent on someone being close by for assistance. As an alternative, the medical professional can stamp and sign the application form available through the Planning Department for a medical hardship. Financial hardship conditions, child care, and other convenience arrangements not relating to physical and/or mental impairment are not considered an infirm condition.

The provisions of this section are to apply when the proposed use does not qualify as a continuation of a nonconforming use, not permitted by right, nor permitted through the operations of other more pertinent procedures and provisions of this zoning ordinance. Medical hardship Special Use permits for dwellings are not to be construed, permitted nor utilized as a means to abrogate the intent, purpose or procedures of the County's Comprehensive Plan or Zoning Ordinance regulations.

No medical hardship Special Use permit shall be granted that would have the effect of creating a permanent zone change or result in a hardship when the use is not permitted to continue at the expiration of the permit periods. Further, no medical hardship Special Use permit will be granted which has the effect of conferring a special privilege for which other property within the same zone would not be equally eligible.

- A. As a medical hardship Special Use in any zone that allows dwellings, the Commission may allow as a Special Use one manufactured home, recreational vehicle, or temporary use of an existing building complying with the standards of Section 4.110, as applicable, and providing that no additions, except approaches or handicapped ramps, to the temporary residence shall be permitted in conjunction with a primary dwelling with the following findings:
 1. That an accessory dwelling is necessary to care for or provide custody of an elderly, mentally handicapped, or infirm person who a medical professional certifies needs this kind of care or custody as required in A. above.
 2. Electric, water and sewer utility connections shall be made to the temporary residence. If the medical hardship dwelling will not use a public sanitary sewer system, the dwelling shall use the same subsurface sewage disposal system used by the existing dwelling if that disposal system is adequate to

- accommodate the additional dwelling or as otherwise allowed and conditioned by the Planning Commission.
3. Within 90 days of the end of the medical hardship, the manufactured dwelling or recreational vehicle shall be removed or, in the case of an existing building, the building shall be removed, demolished, or returned to an allowed non-residential use.
- B. As a medical hardship Special Use in a resource zone, the following are also applicable:
1. That the medical hardship dwelling use will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use;
 2. The medical hardship dwelling use will not significantly increase the cost of accepted farm or forest practices on lands devoted to farm or forest use. Department of Environmental Quality review and removal requirements also apply.
 3. The landowner for the hardship dwelling shall sign and record in the deed records for the County a Right-to-Farm or a Right-to-Forest Statement binding the landowner and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from customary farm or forest practices.
 4. A temporary residence approved under this sub-section is not eligible for replacement under Section 3.010 or 3.020.
- C. A medical hardship Special Use permit granted under this section is void when the elderly, mentally handicapped, or infirm existing resident or other person who is the subject of the permit no longer needs care, moves to another residence, is absent from the residence for more than 120 days or leaves the residence with no likelihood of returning for continued residency of at least 30 days. Exception to the 120-day limit can be provided for in the case of extraordinary circumstances such as extended hospitalization. These extensions can be approved by the Planning Director for up to an additional 60 days without Planning Commission approval. Additional extensions will require Planning Commission review and approval.
- D. The County Planning Director or designee ~~shall~~may review permits issued under this section every two years at any time and may revoke permits when they are found to be out of compliance. After the initial approval by the Planning Commission any required renewal shall be applied for as a medical hardship extension. The decision to approve a medical hardship extension shall be an administrative decision of the Planning Director.
- E. Any dwelling authorized by a medical hardship Special Use permit must be located as close as possible to the primary dwelling. Unless there are physical limitations of the land this should be within 100 feet of the primary dwelling.
- F. County Zoning and Building Permits will be required. A Rural Address will also be required to facilitate emergency response.
- G. A medical hardship Special Use permit is valid for up to 2 years from the date of initial issuance, i.e., permits issued in an odd-numbered year will expire in the next odd-numbered year. All permits will have an expiration date of January 31. The County will process all medical hardship Special Use permit renewal requests once per year in January. The County will give permittees not less than 30 calendar days written notice of the pending expiration of their Special Use permits, advising that a renewal will be required. Failure to receive notification of pending expiration does not constitute an extension of time for the permit. The Planning Director shall not renew the medical hardship Special Use permit until the permittee has shown compliance with the

conditions for issuance specified in this Section at the time of renewal and the County has received evidence of the continued validity of the medical hardship.

SECTION 7.400 TEMPORARY USES

A Temporary Use Permit may be approved to allow the limited use of structures or activities which are short term or seasonal in nature and do not conflict with the zoning designation in which they are located. No Temporary Use Permit shall be issued that would have the effect of permanently re-zoning or granting a special use privilege not shared by other properties in the same zoning designation. Examples of a temporary use may be special events or an emergent need. Permanent improvements to the site or structures are not allowed with a temporary permit. Reasonable conditions may be imposed.

- A. **TEMPORARY STORAGE OF A MANUFACTURED HOME.** The Planning Director or their designee can authorize storage of a manufactured or mobile home on an individual bare lot or parcel for not more than six months. Authorization for the storage of a manufactured home shall be obtained through application for a Zoning Permit and must meet the following conditions:
1. It will not be used for residential or other purposes.
 2. There will be no electrical, plumbing or sewer connections to the stored manufactured or mobile dwelling.
 3. All normal setback standards of the zone will be met.
 4. The manufactured dwelling will not be located in a Floodplain or other natural hazard area.
 5. Only one manufactured dwelling storage permit may be issued to a property owner for a specific lot or parcel within any five-year period.
- B. **TEMPORARY USE OF A RECREATIONAL VEHICLE.** The Planning Director or their designee can authorize the following uses of a Recreational Vehicle, which are not designed for residential purposes according to standards and specifications of the Uniform Building Code which has been established to protect public health, safety and welfare. Recreational vehicles shall not be used for housing or residential purposes except:
1. When the recreational vehicle is located on an individual lot or parcel during the construction of a dwelling. The Zoning Authorization for the approved dwelling must also authorize this temporary use.
 2. For temporary housing to accommodate visitors of the primary residence in a residential or farm use zone not to exceed 30 days in any 12 month period. Property owners found in violation of this requirement will be subject to enforcement action.
 3. For seasonal recreational (i.e. summer camping or hunting season) use by the land owner or lessee in the Forest Use Zone after obtaining a Zoning Permit and Rural Address.
- C. **TEMPORARY USES GENERALLY.** Temporary Uses, other than those outlined above, can be considered under this provision. To be eligible the Temporary Use needs to be for a limited duration not to exceed 12 months, not addressed in other portions of this Zoning Ordinance, be able to meet the limited or expanded approval criteria below, and not involve the construction or alternation of any permanent building or structure.

APPROVAL CRITERIA: The Planning Director, or their designee, may grant a Temporary Use upon finding that the following criteria are met. The burden is on the applicant to demonstrate compliance with the criteria.

1. The proposed Temporary Use is not specified in this Ordinance and is not so recurrent as to require a specific or general regulation to control it.
2. The proposed Temporary Use will not become permanent.
3. Approval of the Temporary Use does not create a violation(s) of any other adopted ordinance or code standard;
4. An application for a Temporary Use is limited to one (1) lot or parcel per application;
5. Requests for more than one Temporary Use on the same lot or parcel shall be consolidated on one application and reviewed concurrently by the County;
6. Not more than three (3) Temporary Uses may be approved for one lot or parcel in a continuous 12-month period;
7. Temporary uses will not exceed 12 months, can be renewed up to two time, but will not exceed a total of 36 months; and
8. All applicable building code requirements and engineering design standards shall be met.
9. Any Temporary Use permit shall clearly set forth the purpose for which the permit is granted and shall clearly indicate the time period for which the permit is issued. No temporary permit shall be transferable to any other owner or occupant.

Should the proposed Temporary Use not meet the above standards, or should the Planning Director determine a public hearing is warranted, the Planning Commission will further consider the Temporary Use and the additional Approval Criteria below:

10. Reasonable conditions may be imposed by the Planning Commission to minimize the potential impact of the proposed use to other uses in the vicinity, such as special yards and spaces; control of points of vehicular ingress/egress; landscaping and maintenance thereof; control of noise, odors, or other nuisances; and limitation of certain activities.
11. All structures and uses for which a Temporary Use permit is issued shall meet all other requirements of the zoning district in which they are located and shall:
 - a. meet all applicable health and sanitation requirements;
 - b. meet all applicable building code requirements;
 - c. be removed upon expiration of the temporary permit.

SECTION 7.500 NONCONFORMING USES

A use or activity that was lawful prior to the adoption, revision, or amendment of this Zoning Ordinance, but that fails by reason of such adoption, revision, or amendment to conform to the present requirements of the Zoning district.

Subject to the provisions of this section, a nonconforming use or structure may be continued, but may not be altered or extended. The extension of a nonconforming use to a portion of a structure which was arranged or designed for the nonconforming use at the time of passage of this Ordinance is not an enlargement or expansion of a nonconforming use. A nonconforming structure which conforms with respect to use may be altered or extended if the alteration or extension does not cause the structure to deviate further from the standards of this Ordinance.

If a nonconforming use is discontinued for a period of one year, further use of the property shall conform to this Ordinance.

If a nonconforming use is replaced by another use, the new use shall conform to this Ordinance.

If a nonconforming structure or a structure containing a nonconforming use is destroyed by any cause to an extent exceeding 80 percent of its fair market value as indicated by the records of the County Assessor and is not returned to use and in actual operating condition within one year from the date of destruction, a future structure or use on the site shall conform to this Ordinance.

Nothing contained in this Ordinance shall require any change in the plans, construction, alteration, or designated use of a structure for which a building permit has been issued by the county and construction has commenced prior to the adoption of this Ordinance provided the structure, if nonconforming or intended for a nonconforming use, is completed and in use within two years from the time the permit is issued.

SECTION 7.600 PROCEDURE FOR TAKING ACTION ON AN APPLICATION.

The procedure for taking action on an application shall follow the procedures outlined in Article 9 and as further defined below:

- A. A property owner may initiate a request for a dimensional adjustment, variance, special use or temporary permit by filing an application with the Planning Department, using forms prescribed pursuant to this Article and Article 9 where applicable. Applications shall be filed with the Planning Department timely, and at least 35 days prior to a Planning Commission meeting should Planning Commission action be required.
- B. If an application for a use located within the Urban Growth Boundary of an incorporated city the Joint Management Agreement in place with that city will govern.

SECTION 7.700 TIME LIMIT TO INITIATE A PERMIT

- A. On land zoned for Farm Use or Forest Use a permit may be valid for two years from the date of the final decision. The County may grant ministerially where applicable criteria for the decision have not changed an extension period of up to 12 months on land zoned for Farm Use or Forest Use if:
 - 1. An applicant makes a written request for an extension of the development approval period;
 - 2. The request is submitted to the county prior to the expiration of the approval period;
 - 3. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 - 4. The county determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible.
- B. On land zoned other than Farm or Forest Use, a permit may be valid for two years. In the case of appeals, the two year permit period shall be tolled until a decision by a review authority with final jurisdiction is made that is not appealed.

Additional one-year extensions may be authorized by county staff without providing notice and opportunity for a hearing under the following conditions:.

1. An applicant makes a written request for an extension of the development approval period;
 2. The request is submitted to the county prior to the expiration of the approval period, excepting any request under consideration on the date of adoption of this amendment;
 3. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 4. The county finds that any of the following conditions occurred within the approval period:
 - a. State or Federal permits were applied for, but not issued within the approval period.
 - b. At least 10 percent of the cost of development, based on estimated or actual expenditures, has been expended to develop plans, file for permits, and complete other preliminary designs such as sewage disposal, provision of potable water, storm water management and other engineering designs necessary for the development.
 - c. Provisions of the County Code applicable to the original approval have not changed.
- C. Approval of an extension granted under this Section is an administrative decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision.
- D. The time periods described above do not take effect until all appeals are complete.

SECTION 7.800 LENGTH OF PERMITS, PERMIT HOLDER, RENEWAL AND REVOCATION

- A. Length of Permit and Permit Holder: The County may evaluate how long a particular permit is expected to remain valid. Some uses may be considered “permanent” as a fully developed use that “runs with the land” and it attaches to and benefits the land and is not limited to a particular landowner. The County may require the owner of the original permit to record the permitted use on the deed record. The permit is the responsibility of the current owner of the property, whether that is the original applicant or a successor.

A permit may allow a use that would benefit the permit owner on a sporadic or temporary basis until the purpose for the permit no longer exists. Upon termination of the use, the land must be in a condition that it may be re-developed in compliance with its current zoning designation. The County may authorize a permit until a particular date, for a stated period of time, or until the occurrence of a particular event. Additionally, the County may stipulate that a permit will be reviewed or renewable after a stated time period.

- B. Reviews and Renewals. If a review or renewal date is included as a condition by which a permit is granted, initial review would be ministerial and completed by the Planning Director. The holder of the permit will be required to make application and pay the requisite fee for review. The review would evaluate the permit conditions and adherence to them, determine if any changes had taken place with the uses allowed in the zone, and determine whether any complaints had been logged concerning the property or the conditional use. If any concerns arise further review will take place at a public hearing with notice. If no concerns arise the permit will be renewed.

For permits without a review or renewal condition, or if complaints are received concerning a permit, the County may review any valid permit for compliance with the conditions of the permit. This review would be a ministerial review done by the Planning Director. If it is deemed necessary by the Planning Director to amend or revoke the permit, a public hearing with notice must be held before the Planning Commission. If action is based on a complaint the complainant may be required to pay any permit review or renewal application fees.

- C. Revocation or Vacation. Any permit may be vacated by the current landowner or by the County after appropriate notice and hearing when:
- The use has been terminated and there is no expectation by the land owner and the County that the use will continue;
 - The use is not being conducted in compliance with the stated conditions of the permit, or
 - The County finds that the use jeopardizes the public health, safety and welfare of Morrow County and the use does not conform to the Morrow County Code Enforcement Ordinance or other adopted ordinances.

SECTION 7.900 OCCUPANCY PERMIT

The County may require an occupancy permit for any permitted and approved use pursuant to the provisions of this Ordinance. The County shall consider such a requirement for any use authorized by a permit for which conditions have been established upon approval of such use. The requirement of an Occupancy Permit shall be for the intent of insuring permit compliance and said permit shall not be issued except as set forth by the County. The authority to issue an Occupancy Permit upon compliance with the requirements and conditions of a permit may be delegated by the County at the time of approval of a specific permit to the Planning Commission, the Planning Director, and/or the Building Official.



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

Item #
 7a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: **Sandi Pointer** Phone Number (Ext): **541-989-9500**
 Department: **Public Works** Requested Agenda Date: **June 21, 2017**
 Person Attending BOC Meeting (REQUIRED): **Sandi Pointer, Possibly Matt and Burke**
 Short Title of Agenda Item: **Asphalt Bid request results**

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line: **N/A at this time**
 Does the contract amount exceed \$5,000? Yes No
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By: *Ernie O'Brien* 06.02.2017 Department Head Required for all BOC meetings
DATE

JA 6/16/17 Admin. Officer/BOC Office Required for all BOC meetings
DATE

See Attached County Counsel Required for all legal documents
DATE

Finance Office Required for all contracts; Other items as appropriate.
DATE

Human Resources If appropriate
DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: **Asphalt Request Results**

2. ISSUES, BACKGROUND, AND DISCUSSION:

Morrow County Road Department had requested costs for Estimated 13,000 tons of Level 3 Asphalt Hot Mix and 45 estimated tons of CCS-1 Tack oil for various project in the County to fulfill the Transportation System Plan. We had requested these bids to be returned to us June 19, 2017. This discussion will be who we find as the low bidder and have documents to support this.

3. OPTIONS:

4. FISCAL IMPACT:

Not requesting funds at this time, wanting to contract with a supplier and will later return with an acceptable supplier for asphalt product for the 2017/2018 budget year. Then we will set a contract with provider.

5. STAFF RECOMMENDATIONS:

Morrow County Public Works recommends award to the lowest bidder.

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

Public Works would just recommend awarding to the lowest bidder that will be presented at time of meeting.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Burke O'Brien
Public Works Director

Sandi Putman
Management Asst.

Matt Scrivner
Asst. Road Master

Kirsti Cason
Administrative Asst.

June 19, 2017

RE: Asphalt Bid for MCPW projects for 2017

Board of Commissioners

On June 19th 2017 at 9:01 am (2) bids were opened for review:

Granite Construction Company	½" Level 3 Asphalt	\$ 702,000.00
	CSS-1 tack oil	<u>\$ 29,250.00</u>
		\$ 731,250.00
Pioneer Asphalt Inc.	½" Level 3 Asphalt	\$ 659,100.00
	CSS-1 tack oil	<u>\$ 29,250.00</u>
		\$ 688,350.00

After review and doing a cost analysis on trucking time from each location, we recommend acceptance of the bid from Pioneer Asphalt, Inc. of Pendleton Oregon.

Recommended by: Matt Scrivner
Assistant road master
Morrow County Public Works

Accepted by: Burke O'Brien
Public works director
Morrow County Public Works

Handwritten signature of Matt Scrivner in blue ink.

date 6/19/17

Handwritten signature of Burke O'Brien in blue ink.

date 6/19/17

ASPHALT BID SHEET
MORROW COUNTY
 June 2017

Morrow County Public Works department is seeking proposals for Asphalt Hot mix and Tack oil for miscellaneous maintenance projects for July 1st, 2017 – June 30th, 2018. Morrow County Public works is seeking pricing based off materials to be picked up at the plant with Morrow County fleet or contract trucks.

<u>MATERIAL PICKED UP AT PLANT</u>		<u>BID AMOUNT</u>
½" Class C Asphalt Hot Mix at plant	Estimated 13,000 tons	\$ <u>702,000.00</u> <i>\$400</i>
CSS-1 Tack oil	Estimated 45 tons	\$ <u>29,250.00</u> <i>65000</i>
TOTAL BID AMOUNT		\$ <u>731,250.00</u>

Plant Address: 81500 Lind Road City: Hermiston State: Oregon

Company Name: Grantie Construction Company

By: *Jeff Houser* Signature

Date: 6/15/17

Mailing Address: 81500 Lind Road
Hermiston, Oregon 97838

Print Name: Jeff Houser

Telephone: 509.930.8842

Title: Eastern Washington Material Sales



Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

ASPHALT BID SHEET
MORROW COUNTY
 June 2017

Morrow County Public Works department is seeking proposals for Asphalt Hot mix and Tack oil for miscellaneous maintenance projects for July 1st, 2017 – June 30th, 2018. Morrow County Public works is seeking pricing based off materials to be picked up at the plant with Morrow County fleet or contract trucks.

<u>MATERIAL PICKED UP AT PLANT</u>		<u>BID AMOUNT</u>
½" Class C Asphalt Hot Mix at plant	Estimated 13,000 tons	\$ 659,100
CSS-1 Tack oil	Estimated 45 tons	\$ 29,250
TOTAL BID AMOUNT		\$ 688,350


*50.70
650 ton*

Plant Address: 73569 McKay Lane City: Pendleton State: OR

Company Name: Pioneer Asphalt, Inc.

Mailing Address: P.O. Box 38
Pendleton, OR 97801

Telephone: (541) 278-1281

By:  Signature

Date: June 16, 2017

Print Name: Terry L. Clarke

Title: V. Pres.



Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

PUBLIC NOTICE
Request for Bids

Morrow County Public Works is requesting bids to supply Level 3 Asphalt Hot Mix for projects in Morrow County. Estimated quantities are up to 13,000 tons.

- Bidders will submit per ton price for asphalt to be picked up at plant, by County. ½" Level 3 Asphalt Hot Mix at plant estimated 13,000 tons and CCS-1 Tack oil Estimated 45 Tons.

For additional specifications and bid sheets, contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, and Lexington, OR. 97839 or phone 541-989-9500. Or email at spointer@co.morrow.or.us

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **June 16, 2017** Bids must be in a sealed envelope marked "Asphalt Bid" on or before 4:00 p.m. Bids will be opened June 19, 2017 at 9:00 a.m. at the Morrow County Public Works office, 365 W. Hwy 74, Lexington, OR For additional information contact Morrow County Public Works 541-989-9500.

Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

ASPHALT BID SHEET
MORROW COUNTY
June 2017

Morrow County Public Works department is seeking proposals for Asphalt Hot mix and Tack oil for miscellaneous maintenance projects for July 1st, 2017 – June 30th, 2018. Morrow County Public works is seeking pricing based off materials to be picked up at the plant with Morrow County fleet or contract trucks.

<u>MATERIAL PICKED UP AT PLANT</u>		<u>BID AMOUNT</u>
½” Level 3 Asphalt Hot Mix at plant	Estimated 13,000 tons	\$ _____
CSS-1 Tack oil	Estimated 45 tons	\$ _____
TOTAL BID AMOUNT		\$ _____

Plant Address: _____ City: _____ State: _____

Company Name: _____

By: _____

Mailing Address: _____

Signature

Date: _____

Print Name: _____

Telephone _____

Title: _____



Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

Sandra Pointer

From: Justin Nelson
Sent: Monday, June 05, 2017 3:43 PM
To: Sandra Pointer
Subject: RE: BID SHEET - Asphalt doc.doc

Yup- that's what I was going to say, no reason to have the BoC open them if the only decision is dollar amount. Just open them, and then report to the BoC the bid numbers, and who was the lowest.

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Sandra Pointer
Sent: Monday, June 05, 2017 3:42 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: BID SHEET - Asphalt doc.doc

I did visit with Richard and he said that as long as we list where the bids be opened that we can do that, Rather take up BOC time. Then we take our findings to BOC when we have some numbers.

From: Justin Nelson
Sent: Monday, June 05, 2017 3:40 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: BID SHEET - Asphalt doc.doc

Is this bid just based on the monetary amount, or do you plan to do a scoring process with it?

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Sandra Pointer
Sent: Thursday, June 01, 2017 4:00 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: BID SHEET - Asphalt doc.doc

Justin,

Just wondering do I have to say we open bids at a meeting of the Board of Commissioners or can we collect and open here in the office then take to Board when we have a winning bid? With a paper trail of course.

From: Justin Nelson
Sent: Thursday, June 01, 2017 11:52 AM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: BID SHEET - Asphalt doc.doc

Sandi,

Per our discussion on the phone- I believe the attached bid sheet looks good, and the request for bid from 2015 will work once you remove the language concerning transporting the asphalt to the location.

-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Sandra Pointer
Sent: Thursday, June 01, 2017 10:57 AM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: FW: BID SHEET - Asphalt doc.doc

Have you had a chance to put some legal mambo jumbo around or on this? Other examples are attached. We are just wanting the ½" Class C Asphalt Hot Mix at plant Estimated 13,000 tons \$ _____ CSS-1 Tack oil
Estimated So just need an advertisement that will reflect our ask.

From: Sandra Pointer
Sent: Tuesday, May 30, 2017 1:49 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: BID SHEET - Asphalt doc.doc

Looking to running an ad for asphalt for work we will be doing but we need to get bids, our local suppliers Granit and Pioneer asphalt I would think would be the only bidders but regardless we will need to advertise. I just wanted to make sure this will be alright.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-9500 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance

Visit us on the web www.co.morrow.or.us



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
 (Page 1 of 3)

Item #
76

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Burke O'Brien Phone Number (Ext): 5419899500

Department: Morrow County Public Works, ROAD Requested Agenda Date: June 21, 2017
 Person Attending BOC Meeting (Required): Burke O'Brien or Sandi Pointer

Short Title of Agenda Item: Intergovernmental Agreement /Salt/Equipment Storage.

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity: Between Morrow County and Oregon Department of Transportation
 Contractor/Entity Address: 3012 Island Ave., La Grande, OR 97850
 Effective Dates – From: Till either party wishes to leave Through: _____
 Total Contract Amount: No funds exchanged/required Budget Line: _____
 Does the contract amount exceed \$5,000? Yes No
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By: *Burke O'Brien* 06.07.2017 Department Head Required for all BOC meetings
DATE

_____ *JA* 6/14/17 Admin. Officer/BOC Office Required for all BOC meetings
DATE

_____ SEE EMAIL - County Counsel Required for all legal documents
DATE

_____ Finance Office Required for all contracts; Other items as appropriate.
DATE

_____ Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 3 of 3)

1. TITLE OF AGENDA ITEM: **INTERGOVERNMENTAL AGREEMENT /SALT/EQUIPMENT STORAGE.**

2. ISSUES, BACKGROUND, AND DISCUSSION:

State and Agency agree to Agency allowing ODOT to store materials and equipment; as well as have ODOT construct a pre-fabricated membrane-covered storage structure on County right of way, in which to store said materials and equipment, hereinafter referred to as "Project." The location of the Project is near the North Transfer station, 69900 Frontage Lane, Boardman, OR

3. OPTIONS:

4. FISCAL IMPACT: Will be none

5. STAFF RECOMMENDATIONS:

Public Works recommends this as this is an agreement set by the two agency to better ease the serve of the public, keeping equipment undercover and material dry from weather. As past practice ODOT has been a partner at this site with sanding rock.

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

Public Works recommends signing the agreement No. 32141 for the installation of a building for materials and equipment on the N. end of the County. The new ODOT Salt program depends on storage facilities for salt. We own this location we would be sharing with ODOT. We will not be using SALT but share loader and sand.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

**INTERGOVERNMENTAL AGREEMENT
SALT/EQUIPMENT STORAGE
MORROW COUNTY**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and MORROW COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. In order for ODOT to have the materials and equipment readily available when performing necessary maintenance on state highways in Morrow County; ODOT wishes to have the capability to store some equipment and material on Agency right of way. Agency recognizes the value, and is in favor of allowing ODOT to utilize its right of way for storage purposes.
3. This Agreement will be for the purpose of defining the obligations and expectations of ODOT and Agency.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency allowing ODOT to store materials and equipment; as well as have ODOT construct a pre-fabricated membrane-covered storage structure on Agency right of way, in which to store said materials and equipment, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. ODOT shall be responsible for all costs associated with this Project.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for twenty (20) calendar years, unless extended by an amendment to this Agreement.

AGENCY OBLIGATIONS

1. Agency shall allow ODOT the long-term use of its right of way as shown on Exhibit A, for use as storage for ODOT materials and equipment. Initial storage use may include storage of salt for roadway use; as needed for ODOT's Salt Pilot Program.
2. Agency shall allow ODOT to construct a pre-fabricated, membrane-covered structure for use as covered storage for ODOT material and equipment, as shown in Exhibit B.

3. Agency shall allow ODOT to construct a concrete foundation with a sealed asphalt pad to support the membrane structure.
4. Agency shall allow the installation of any additional meter bases if necessary for the Project.
5. Agency shall grant ODOT access to Agency right of way via a drive way located at Wilson Lane SE where it intersects with Bombing Range Road, as shown in Exhibit A.
6. Should ODOT make a written request to extend the use of the property beyond the twenty (20) years; Agency has the right to approve or reject such a request and shall give written notice of its decision at least sixty (60) days prior to Agreement expiration.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Burke O'Brien, Public Works Director, Morrow County, P.O. Box 428, Lexington, Oregon 97839. Phone: (541) 989-9500, bobrien@co.morrow.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. ODOT will utilize Agency right of way, as shown on Exhibit A, for the purpose of storage of ODOT materials and equipment. Initial use may include storage of salt for roadway use, as needed for ODOT's Salt Pilot Program.
2. ODOT will construct a pre-fabricated, membrane-covered structure for use as covered storage for ODOT materials and equipment on Agency right of way, as shown on Exhibit B. Dimensions are roughly 60' X 100 feet with a height of approximately 30 feet. The membrane structure will have a concrete foundation with a sealed asphalt pad.
3. ODOT shall secure all necessary permits and licenses required in connection with construction of the storage facility and operations on Agency right of way, as shown on Exhibit B.
4. All costs associated with this Project shall be the sole responsibility of ODOT, including any power or utility costs.
5. ODOT shall use driveway via Wilson Road SE where it intersects with Bombing Range Road to access the property.
6. ODOT shall be responsible for monitoring of property soil, for signs of leaching or contamination from salt material within the property boundaries where ODOT is utilizing Agency right of way, as shown on Exhibit A. Should any leaching or contamination occur within the property boundaries; while ODOT is utilizing Agency right of way; ODOT shall remove all contamination on said Agency property boundaries at ODOT's expense.
7. ODOT shall use Agency's property, as shown on Exhibit A. for the purpose of storing materials and equipment, and agrees that Agency's property shall not be used for any other purpose than stated.
8. ODOT shall operate and maintain the Agency's property, as shown on Exhibit A, to protect against safety hazards or appearance. At all times, and at its own expense, ODOT shall keep and maintain Agency's property, free and clear of rubbish, debris, and obstructions, and shall keep property in a clean and orderly condition. ODOT shall keep the driveway access to Agency's property reasonably clear of ice and snow. Use and maintenance of Agency's property shall not interfere with the Morrow County Transfer Station.

9. Upon expiration or termination of this Agreement, ODOT shall remove from Agency's property, as shown on Exhibit A, the membrane structure, foundation blocks if used, electrical components downstream of the electrical meter, and items stored within the structure. The asphalt pad, gravel underlayment, and poured-in-place foundation if used, shall remain and become the property of Agency. ODOT shall request that the local electrical utility decommission the meter and abandon the service. Electrical components upstream of the meter shall become the property of Agency.
10. ODOT shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any way, ODOT's use of Agency's property.
11. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
12. State's Project Manager for this Project is Cassie Hibbert, Construction Project Manager, Facilities Services Branch; 3012 Island Avenue, La Grande, Oregon 97850. Phone: (541) 963-7608, cassie.HIBBERT@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of 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 State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and

opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. 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.
8. 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.
9. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

SIGNATURE PAGE TO FOLLOW

MORROW COUNTY, by and through its
Board of Commissioners

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

Agency Contact:

Burke O'Brien, Public Works Director
Morrow County
P.O. Box 428
Lexington, Oregon 97839
(541) 989-9500
bobrien@co.morrow.us

STATE OF OREGON, by and through
its Department of Transportation

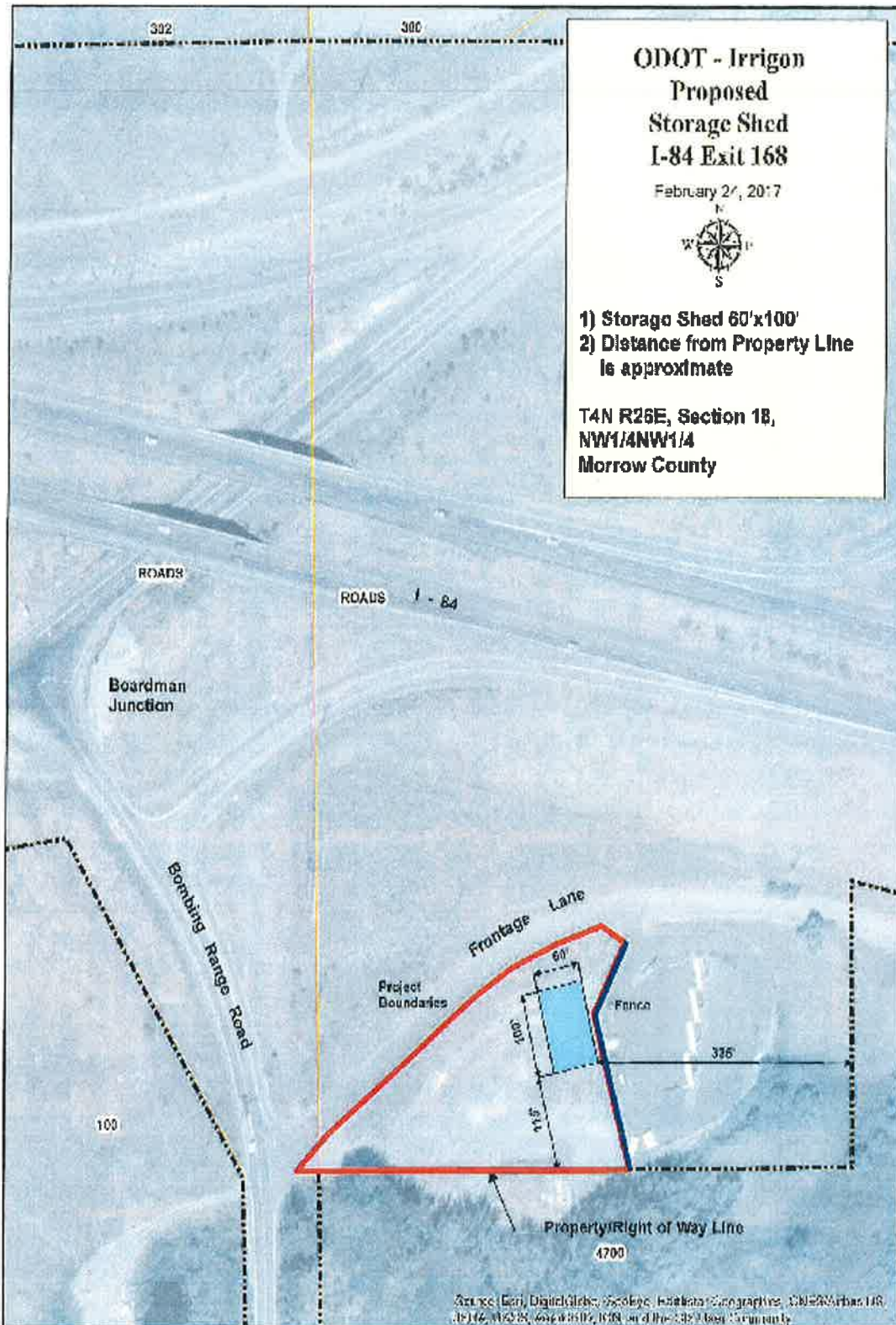
By _____
Region 5 Manager

Date _____

ODOT Contact:

Cassie Hibbert, Construction Manager
Facilities Services Branch
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
(541) 963-7608
Cassie.HIBBERT@odot.state.or.us

EXHIBIT A – Project Location Map



Agency/State
Agreement No.

EXHIBIT B
Example of Storage Structure



Pre-fabricated, membrane-covered structure shall be similar to the existing ODOT structure shown above.

Sandra Pointer

From: Burke O'Brien
Sent: Monday, June 12, 2017 4:43 PM
To: Sandra Pointer
Subject: FW: Salt storage Morrow Co Agreement 32141

Here it is Sandi

From: Justin Nelson
Sent: Monday, June 05, 2017 4:02 PM
To: Burke O'Brien <bobrien@co.morrow.or.us>
Subject: RE: Salt storage Morrow Co Agreement 32141

Burke,

So long as you do not have a concern with the length of the agreement (20 years), then it looks good to me.
-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Burke O'Brien
Sent: Tuesday, May 30, 2017 2:23 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: FW: Salt storage Morrow Co Agreement 32141

How does this look to you Justin? Looks fine to me

From: BALDWIN Georgina P * Gina [<mailto:Georgina.P.BALDWIN@odot.state.or.us>]
Sent: Thursday, May 25, 2017 4:49 PM
To: Burke O'Brien <bobrien@co.morrow.or.us>
Cc: HIBBERT Cassie <Cassie.HIBBERT@odot.state.or.us>; HASSE Leslie A <leslie.a.hasse@odot.state.or.us>
Subject: Salt storage Morrow Co Agreement 32141

Hello Burke,
Find attached the Agreement for the proposed Salt Storage Shed Project. Please review and if acceptable; forward to county for signatures. Once signatures have been obtained you may return either just the signature page or entire document to me in one of the following ways; by e-mail or fax

to (541) 963-5307 or mail to: Attn: Gina Baldwin, R5 Agreement Coordinator, 3012 Island Avenue, La Grande, Oregon 97850.

If you have questions regarding the terms of the MOU please contact Leslie Hasse at (541) 963-1576.

Thank you so much! Have a great day!

Gina Baldwin



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

Item #
 7c

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: **Sandi Pointer** Phone Number (Ext): **541-989-9500**
 Department: **Public Works** Requested Agenda Date: **June 21, 2017**
 Person Attending BOC Meeting (REQUIRED): **Sandi Pointer, Possibly Matt and Burke**
 Short Title of Agenda Item: **Pit agreement with Brian Thompson**

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Date signed Through: **May 2022**
 Total Contract Amount: \$200.00 stock pile and one time extraction cost
 Budget Line: **202220-520-3815**
 Does the contract amount exceed \$5,000? Yes No
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By: *Brian O'Brien* 06.09.2017 DATE Department Head Required for all BOC meetings

JD 6/16/17 DATE Admin. Officer/BOC Office Required for all BOC meetings

As per Email (Attached) _____ County Counsel Required for all legal documents

Hallie... 6/14/17 DATE Finance Office Required for all contracts; Other items as appropriate.

_____ Human Resources If appropriate

DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM: **Pit agreement with Brian Thompson**

2. ISSUES, BACKGROUND, AND DISCUSSION:

Morrow County Road Department has use of a rock pit off of Lunceford Canyon. The County in there budget cycle has plans to crush rock in this pit and Thompson would get .25 per solid yard of rock extracted. When crushed County will pay the landowner a fee of \$200.00 a year to stock pile the rock in the pit.

3. OPTIONS:

4. FISCAL IMPACT:

Not requesting funds at this time, wanting to get in an agreement for rock for our projects in South County. Keeping the stock closer rather than hauling distance.

5. STAFF RECOMMENDATIONS:

Morrow County Public Works recommends accepting in this agreement for such material.

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

Public Works recommends accepting the agreement so the County will have a supply of rock needed for various projects in South County.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

From: Richard Tovey
To: Sandra Pointer
Subject: RE: agreements for pits
Date: Tuesday, May 30, 2017 12:12:04 PM
Attachments: [2017 Turner Ranch Inc agreement.doc](#)
[2017 Thompson Pit Extraction Agreement.doc](#)

Sandi-

I went over the agreements and have no issues with the content. I made a few minor adjustments to the format. I have attached the updated copies to this email.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Sandra Pointer
Sent: Tuesday, May 30, 2017 11:24 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Subject: agreements for pits

Richard, have you had a chance to look at pit agreements for the two I had sent last week? I just want to make sure and have time to get to landowner before I get to court, as court wants to see their signatures first.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-9500 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

AGREEMENT

This agreement made as of the 25 day of January 2011 by and between Morrow County, a political subdivision of the State of Oregon Morrow and Brian Thompson (Lessor, Land Owner),

WITNESSETH:

That whereas Lessor is the owner of certain real property located in Morrow County, Brian Thompson is the owner of certain real property located in Morrow County, Oregon, at our near the SE ¼ of NW ¼ of section 7, Township 4S, Range 27, East of the Willamette Meridian; and more particularly the portions thereof designated as "site A" on the attached Exhibit A, which is by this reference incorporated herein and, Lessor, Marvin Fast is owner of mineral rights on said property, and

Whereas, County desires to use the quarry site located upon said property for the purpose of extracting solid rock to be used for making gravel, said gravel being necessary for the construction, maintenance and repair of County roads; and

Whereas, it will also be necessary for County to obtain the use of additional property for the purpose of storing stockpiled gravel near the quarry site;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Lessor hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.
2. The following definition shall apply:
"Solid yard" of rock means one cubic yard of rock in the unquarried, and unblasted state.
3. The term of this agreement shall be for a period of five (5) year(s) commencing May 2017 and terminating on May 2022 with optional one-year renewals hereof for stockpile purposes only, up to a maximum of ten (10) years from the date hereof.
4. County shall crush the rock extracted at the site and shall pay to Lessor the sum of \$0.25 (twenty-five cents) per solid yard of rock extracted. Lessors shall notify County, in writing, at the commencement of each crushing season whether payment for that year's production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

5. In addition to the fees and charges set forth, County shall pay to Lessor the sum of Two Hundred Dollars (\$200.00) per year for use of the property upon which gravel is stockpiled; the first such payment shall be made within twenty-one (21) days of drilling and blasting, with a like payment being made on or before the first day of January for each and every year thereafter during which gravel is stored upon the property.

6. All payments to be made by County to lessor under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to "Brian Thompson".

7. Lessors shall load and haul the rock set aside as the "in kind" payment at a time and in a manner, which does not unreasonably interfere with County operations at said quarry pit site. Lessors will accept delivery of said crushed rock at the quarry location and will load and haul it at their own expense and convenience.

8. Lessor hereby reserves the right to utilize the above-described property for grazing purposes. Lessor covenants and agrees to exercise their right in a manner, which does not unreasonably interfere with County's use of the property as provided above. County agrees to effect timely repair of any damage caused by County operations to any fencing surrounding the property or to the gates or gateposts, which are a part hereof. Repairs made within fifteen (15) days of written notification of any condition-requiring repair shall be considered "timely".

9. Lessor shall make no claim of any kind or nature against County which might arise by reason of damage done to real or personal property as the result of the rock extraction and crushing, stockpiling or transportation operations necessarily contemplated by this agreement, except as may be specifically provided herein; Lessor agrees to this paragraph being fully aware of the potential effects of said activities upon such property as, but not limited to, his livestock, water springs or flow, and hereby releases and holds County harmless from any and all such liability. Also, if for some unforeseen reason any payment should be reasonably late, it will in no way effect the continuation of this agreement as it is written.

10. County shall, at its own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal; the site shall not be allowed to become cluttered or unsightly. County shall, at its own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weed on the property as such weeds are defined by County ordinance. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said storage site and restore it in accordance with the standards required by the Oregon Department of Geology.

11. In the event that County is unable to perform its obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party.

12. In the event suit or action is brought to enforce the terms and provisions of this agreement, or any of them, the prevailing party shall be entitled to an award of it's costs and reasonable attorneys fees at trial, or upon any appeal there from.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

MORROW COUNTY

ATTEST

County Clerk

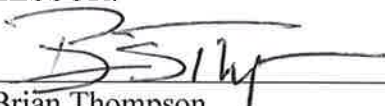
Melissa Lindsay, Chair

Don Russell, Commissioner

APPROVED AS TO FORM

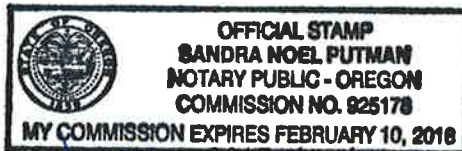
Jim Doherty, Commissioner

County Counsel

LESSOR:


Brian Thompson

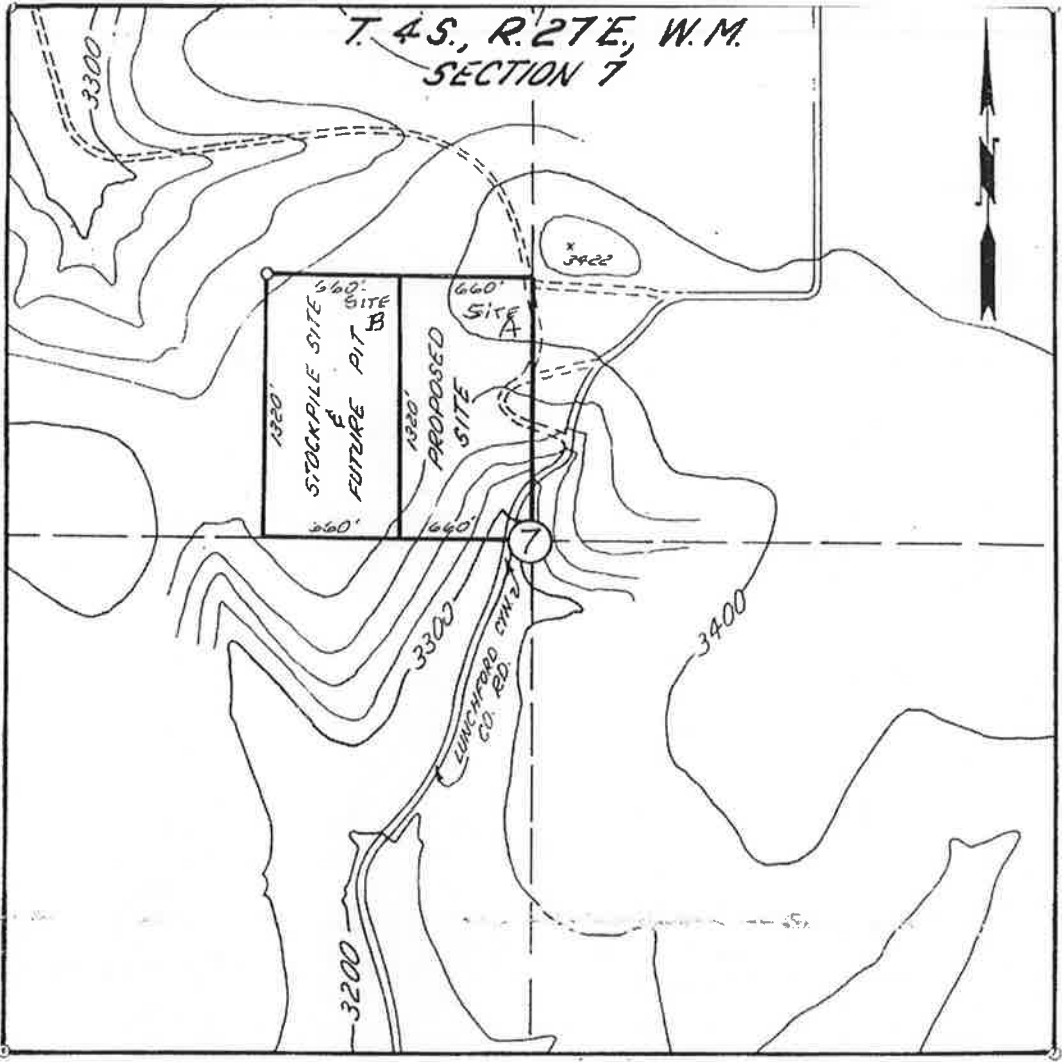
STATE OF OREGON)
)ss.
County of Morrow)



Personally appeared before me the 9 day of June, 2017, the above-named Brian Thompson acknowledged the foregoing to be his voluntary act and deed.



Notary Public for Oregon
My Commission Expires: 2/10/18



THOMPSON SITE

CONSENT AND AGREEMENT
REGARDING USE OF EASEMENT

This agreement is entered into as of the 21st day of June, 2017 by and between Morrow County, a political subdivision of the State of Oregon Morrow and Heppner/Lexington Pipeline, LLC.

Whereas, By virtue of an Easement granted to Morrow County by Union Pacific Railroad, Morrow County was granted a non-exclusive, perpetual 25 foot wide easement on property along the former Union Pacific Railroad, Heppner Branch Line. The purpose of the easement was to allow Union Pacific Railroad to construct, install, operate, and maintain underground pipelines for transmission of irrigation water and natural gas. These easement rights granted were transferred to Morrow County pursuant to an Easement Deed and Agreement dated October 15, 1996 and recorded at M-49401 Morrow County Deed Records on November 6, 1996 (Exhibit A); and

Whereas, Heppner/Lexington Pipeline, LLC is currently building an irrigation water line through various properties that may or may not include a portion of the Morrow County easement; and

Whereas, Heppner/Lexington Pipeline, LLC has received approval and agreements for the pipeline installation from adjoining landowners along the pipeline project route; and

Whereas, Heppner/Lexington Pipeline, LLC requests access to Morrow County easement rights if parts of the pipeline are installed on Morrow County easement property; and

Whereas, Heppner/Lexington Pipeline, LLC understands that it is not the only allowed user of the easement, and that other utilities and projects may be granted access to the Morrow County easement; and

Whereas, Morrow County makes no determination or warranties to Heppner/Lexington Pipeline, LLC that the irrigation pipeline is located on the Morrow County easement; and

Whereas, Heppner/Lexington Pipeline, LLC agrees that this Consent and Agreement only pertains for those portions of the pipeline that are later deemed to be located on the Morrow County easement; and

Whereas, the parties desire to agree as to certain terms and conditions for the use of the Easement and for Heppner/Lexington Pipeline, LLC to be held responsible for any and all damage to any property within the easement, or any damage outside the easement that is a result of Heppner/Lexington Pipeline, LLC's work within the easement, resulting from all such operations and as partial consideration for permission to use the easement; and

Whereas, Morrow County is willing to consent to the placement of the irrigation pipeline on the Morrow County easement, under the terms and conditions set forth in this agreement.

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

- A. Heppner/Lexington Pipeline, LLC shall be allowed to place a single irrigation pipeline within the Morrow County easement for the purpose of supplying irrigation water.
- B. Heppner/Lexington Pipeline, LLC shall install tracer wire along length of the irrigation pipeline.
- C. Heppner/Lexington Pipeline, LLC shall use Global Position System (GPS) information to track the location of the irrigation pipe and provide that information to Morrow County.
- D. Heppner/Lexington Pipeline, LLC shall provide a detailed map showing the location of the irrigation pipe location within 30 days of its completion, or January 1, 2018, whichever occurs earlier.
- E. Heppner/Lexington Pipeline, LLC is required to apply for any necessary permits from Morrow County Public Works, including, but not limited to, permits for excavating of public places as required in Morrow County Ordinance No. MC-PW-181.
- F. This use agreement shall be effective upon its execution by both parties.
- G. Morrow County makes no determination or warranties to Heppner/Lexington Pipeline, LLC that the irrigation pipeline is located on the Morrow County easement as described in Exhibit A.
- H. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.
- I. Heppner/Lexington Pipeline, LLC or its successor shall defend, indemnify, and hold harmless Morrow County and its representatives, beneficiaries, and trustees from and against all claims, demands, liabilities, causes of action, suits judgments, damages, and expenses (including reasonable attorneys' fees and costs) arising from any injury to or death of any person that stems from Heppner/Lexington Pipeline, LLC's activities pertaining to the Easement.
- J. This Agreement is the entire between the parties with respect to the subject matter hereof, and there are no agreement or representations between the parties except as expressed herein.

K. This Agreement may not be modified except by written agreement, dated and signed by the parties.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

MORROW COUNTY

ATTEST

County Clerk

Melissa Lindsay, Chair

Don Russell, Commissioner

APPROVED AS TO FORM

Jim Doherty, Commissioner

County Counsel

Heppner/Lexington Pipeline, LLC:

Brian Thompson

STATE OF OREGON)
)ss.
County of Morrow)

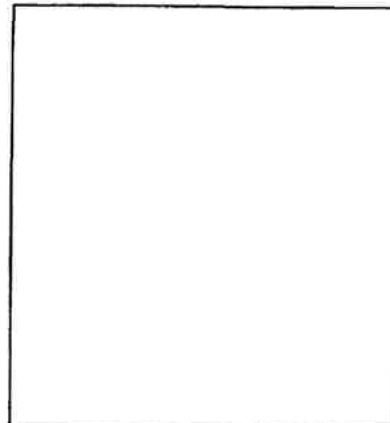
Personally appeared before me the ____ day of _____, 2017, the above-named Brian Thompson acknowledged the foregoing to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires:

Exhibit "A"

After Recording, Mail To:

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



EASEMENT DEED & AGREEMENT

File #: 454-5

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

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

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

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

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

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

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

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

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

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

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

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

obtained Grantee's written permission.

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

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

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

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


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

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

Attest:

UNION PACIFIC RAILROAD COMPANY


Assistant Secretary


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

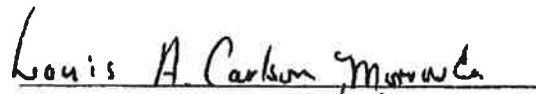
(Seal)

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

MORROW COUNTY

Attest

By: 
Signature


Name & Title (please print) *Justice*

By: 
Signature

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

Approved as to Form:

By: 
Signature

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

(Seal)

ACKNOWLEDGMENT

STATE OF NEBRASKA }
 }
COUNTY OF DOUGLAS }

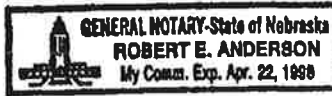
The foregoing instrument was acknowledged on this 15th day of October, 19 96, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, by R. D. Uhrich and R. C. INGRAM, to me personally known, who stated that they were the Assistant Vice President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



Notary Public

My commission expires:

4/22/98



ACKNOWLEDGMENT - CORPORATION

STATE OF _____ }
 }
COUNTY OF _____ }

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

AS _____
OF _____

NOTARY PUBLIC FOR _____ My commission expires _____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____ }
 }
COUNTY OF _____ }

BE IT REMEMBERED, That on this _____ day of _____, 19 ____, before me, the undersigned, a
Notary Public in and for the State of _____, personally appeared the within named _____

known to me to be the identical individual described in and who executed the within instrument
and acknowledged to me that _____ executed the same freely and voluntarily.

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

Notary Public for _____

My commission expires _____

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

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

#	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Record Index
4	Morrow County	09/06/95	10/04/95	46182	15412
8	Morrow County Grain Growers	09/11/95	10/05/95	46193	15413
1	Kathryn Hoskins	09/11/95	09/27/95	46127	15400
3	Willow Creek Country Club	09/11/95	09/27/95	46125	15400
2	John W. & Louise E. Wood	09/11/95	09/26/95	46110	15400
7	Kinzua Resources, LLC	09/05/95	10/12/95	46251	15419
4	Anna J. Graham Trust	09/21/95	10/03/95	46177	15411
2	Terry E. & Karen J. Thompson	09/11/95	09/22/95	46073	15400
5	Barnard & Jean Marie Damon	09/11/95	10/03/95	46175	15411
8	Donna M. Osmin	09/11/95	09/22/95	46069	15400
5	Oliver J. & Monique Devin	09/11/95	09/26/95	46113	15400
9	James E. Starr	10/13/95	10/25/95	46335	15427
7	Morrow County Grain Growers	10/09/95	10/19/95	46288	15422
0	Vilas D. & Deborah G. Ropp	12/18/95	01/16/96	47105	15560
0	Robert W. & Sharon L. Harrison	09/25/95	03/14/96	47519	15460
1	Jerald E. Rea, et al	11/20/95	03/11/96	47498	NON
6	Charles C. & Delpha K. Jones	10/09/95	10/23/95	46311	15422
1	Marion L. & Mary Ann Palmer	09/05/95	09/22/95	46065	15400
5	Jordan Elevator Company	09/05/95	09/22/95	46075	15400
9	Emert Ranches, Inc.	09/11/95	10/11/95	46231	15417
2	James R. & B.J. Colvin-King	09/05/95	09/22/95	46071	15400
6	City of Ione	09/21/95	09/29/95	46158	15400
8	Morrow County Grain Growers	09/07/95	10/05/95	46197	15411
0	Ronald T. & Terri J. Palmateer	09/21/95	10/23/95	46313	15422
5	Lorraine M. Ladd	10/09/95	10/30/95	46372	15430
8	Morrow County Grain Growers	09/11/95	10/05/95	46195	15411
4	Richard D. & Margo E. Sherer	09/05/95	09/22/95	46067	15400
7	Gerald A. & Judith A. Ripka	09/25/95	03/11/96	47500	NON

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

#	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Record Inde
	Jackson L. & Wendy L. Archer	09/21/95	09/29/95	46156	1540
4	James P. Sullivan	12/01/95	01/30/96	47209	1551
5	MacWheat, Inc.	10/28/95	11/17/95	46579	1545
7	Triple H Farms	10/09/95	10/24/95	46326	1542
	Crowell & Crowell	09/11/95	09/27/95	46123	1540
1	Krebs Ranches	10/09/95	02/13/96	47302	1552
3	Willow Creek Ranch, LLC	09/21/95	09/29/95	46160	1541
2	James A. Ginella Trust	09/07/95	10/17/95	46276	1542
6	Michael A. & Sherry P. Eaton	09/11/95	09/26/95	46108	1540

Opener Branch Abandonment
 Morrow County, Oregon
 Schedule of License Agreements

Ext

Willamette Meridian						
RR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
7716	9.60	6	2N	23E	Hynd Brothers Company	u.g. comm. cable
2304 (2)	9.60	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
5161	10.10	6	2N	23E	The Jamison Ranch	u.g. comm. cable
2304 (3)	10.11	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8082	10.25	6	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
2794	10.26	6	2N	23E	Edward V. Patton	water line
6573	10.30	6	2N	23E	Ed McIntyre	u.g. comm. cable
2304 (4)	10.33	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
7256 (1)	10.35	6	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
2304 (5)	10.90	8	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
7256 (2)	10.91	8	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
0747 (1)	11.50	8	2N	23E	David Cheney	irrig. ditch, water line
0747 (2)	12.00	8	2N	23E	David Cheney	irrig. ditch, water line
7256 (3)	12.07	17	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
6126	12.54	17	2N	23E	David Cheney	water line
8081	12.83	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
9678	13.30-95	20	2N	23E	Krebs Brothers	irrigation ditch/ culvert
8788	13.39	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
7256 (4)	14.50	29	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3197	15.20	33	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
4675	17.10	9	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8083	17.25	9	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
8691 (1)	18.52	17	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
0572	19.78	22	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8086	21.79	27	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
2102	21.85	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
7256 (5)	22.16	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
8361 (1)	23.50	35	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
7652	24.15	2	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
8361 (2)	24.20	2	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4435	24.66-.85	1	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable + enc

Upper Branch Abandonment
Morrow County, Oregon
Schedule of License Agreements

Exh
F

Willamette Meridian						
PRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
01859	25.07	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
01767	25.25	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
38822	25.30-40	1	1S	23E	Phill G. Emert	irrigation ditch + encr.
30862	25.92	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
02304 (6)	25.98	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
34436	26.23-55	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.
03569 (1)	26.24	7	1S	24E	Elmer & Lorraine Ladd	private road
03568	26.26	7	1S	24E	Elmer & Lorraine Ladd	u.g. comm. cable
02304 (7)	26.29	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
79625	26.35	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
38050	26.48	7	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
03569 (2)	27.08	8	1S	24E	Elmer & Lorraine Ladd	private road
70760	27.16	8	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
33378	27.50	8	1S	24E	Pacific Gas Transmission Co.	gas pipe line
03567 (1)	27.72	9	1S	24E	Elmer & Lorraine Ladd	water line
84903	27.80	9	1S	24E	Pacific Gas Transmission Co.	gas pipe line
15261 (1)	27.82	9	1S	24E	M. R. Morgan	water line
15261 (2)	27.83	9	1S	24E	M. R. Morgan	water line
15261 (3)	27.83	9	1S	24E	M. R. Morgan	water line
02304 (8)	27.84	9	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
36299	27.86	9	1S	24E	Morrow County Grain Growers	water line
03567 (2)	27.90	9	1S	24E	Elmer & Lorraine Ladd	water line
02304 (9)	27.96	4	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
80499	28.20	4	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
74923	28.40	4	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
14988	28.52	4	1S	24E	City of Ione	water line
18519 (1)	28.75	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
71933	28.80	3	1S	24E	City of Ione	water line
49303	28.90	3	1S	24E	Emma Holub	water line
92600	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68742	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable

Opener Branch Abandonment
 Morrow County, Oregon
 Schedule of License Agreements

Exl

Willamette Meridian						
RR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
0695	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
9649	29.45	3/10	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
5596	29.65	10	1S	24E	B.F. Akers	private road
8519 (2)	29.66	10	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
1844	29.85	11	1S	24E	W. R. Cochran	private road
5789 (1)	29.90-31.15	11/12	1S	24E	State of Oregon	public road
6577	30.36	11	1S	24E	Pacific Power & Light Co.	o.h. wire line
3321	30.40	11	1S	24E	Alex Lindsey	private road
6089	30.79	11	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
9462	30.80	12	1S	24E	Jordan Elevator Co.	private road
4066	30.85	12	1S	24E	US West Communications	u.g. comm. cable + enc
8691 (2)	30.97	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
8589	31.15	12	1S	24E	Jordan Elevator Co.	dike
8087	31.20	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
8518	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4069	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
9697	31.20	12	1S	24E	Lawrence & Maryan Mc Elligott	irrigation ditch
7576	31.36	12	1S	24E	C.B. Rea	irrigation ditch
8454	31.45	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3908	32.20	18	1S	25E	A.G. Davis	private road
0457	32.4-33.4	18/19	1S	25E	Columbia Basin Electric Coop.	o.h. wire line + encr.
4415	32.63	18	1S	25E	R.B. Wilcox	private road
8709 (1)	32.81	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8709 (2)	33.28	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
5162	33.33	19	1S	25E	Charles & Delpha Jones	water line
4441	33.46	19	1S	25E	Elbert McMillan	private road
5789 (2)	33.90-35.30	20/21/28	1S	25E	State of Oregon	public road
5631	34.00	20	1S	25E	Mary Phillips	water line
8709 (3)	34.03	20	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4125	34.15	20	1S	25E	L.A. Palmer	private road
8504	34.70	21	1S	25E	Columbia Basin Electric Coop.	o.h. wire line

Heppner Branch Abandonment
 Morrow County, Oregon
 Schedule of License Agreements

Ext

Willamette Meridian						
RR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
9774	34.76	21	1S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
8357	35.32	28	1S	25E	Columbia Basin Electric Coop.	o.h. wire line
8453	36.22	27	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm cable
2570	36.30	27	1S	25E	Gerald White	gate
4405	36.35	27	1S	25E	Jos. Burgoyne & Fred Kuns	private road
0123	36.40	27	1S	25E	Columbia Basin Electric Coop.	o.h. comm. cable
4329	36.50	27/34	1S	25E	City of Lexington	water line
0693	37.9-39.3	35/36, 1	1S, 2S	25E	State of Oregon	public road
2891 (1)	38.40	35/36	1S	25E	Heppner Light & Water Co.	u.g. wire line
2891 (2)	38.70	1	2S	25E	Heppner Light & Water Co.	u.g. wire line
9811	38.70	1	2S	25E	Columbia Basin Electric Coop.	o.h. wire line
9998 (1)	38.75	1	2S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4783	39.00	1	2S	25E	W.V. Pedro	private road
9483	39.73	1	2S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
6186	40.27	7	2S	26E	Donald K. Evans	water line
6318	40.45	7	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
9998 (2)	40.48	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3631	40.53	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
9481	40.57	7	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
1276	41.30	8	2S	26E	Ralph Beamer	culvert & ditch x-ing
2992	41.37	8	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
9998 (3)	41.66	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8488	41.88	17	2S	26E	J. Mollahan	water line
4491	42.64	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3746 (1)	42.68	21	2S	26E	State of Oregon	public road
3746 (2)	42.70	21	2S	26E	State of Oregon	public road
7083	42.85	21	2S	26E	Pacific Power & Light	o.h. wire line
3062	43.11	21	2S	26E	Pacific Power & Light	o.h. wire line
6291	43.37	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
4327 (1)	43.40	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
8995 (1)	43.40	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line

Opener Branch Abandonment
Morrow County, Oregon
Schedule of License Agreements

Exl

Willamette Meridian						
RR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
2579	43.45	21	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
8995 (2)	43.45	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
4327 (2)	43.45	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
7769	43.45	21	2S	26E	Kinzua Corp.	private road
5987 (1)	43.45	21	2S	26E	Kinzua Corp.	u.g. fire line
4327 (3)	43.50	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
8679	43.50	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
5987 (2)	43.55	21	2S	26E	Kinzua Corp.	u.g. fire line
0927	43.55	21	2S	26E	Kinzua Corp.	private road
8995 (3)	43.60	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
4327 (4)	43.62	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
7249	43.70	21	2S	26E	Kinzua Corp.	water line + encr.
4327 (5)	43.71	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
4327 (6)	43.90	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
4327 (7)	43.95	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
2264	44.00	21	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8995 (4)	44.04-30	21/28/27	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
1233	44.20	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8995 (5)	44.20	28	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
9998 (4)	44.23	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
5975	44.37	27	2S	26E	U.S. West Communications	u.g. comm. cable
3746 (3)	44.60-80	27	2S	26E	State of Oregon	public road
8744	44.70	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
9998 (5)	44.80	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
8284	45.20	27	2S	26E	Morrow County School District	right of entry

-----END OF MORROW COUNTY, OREGON-----

STATE OF OREGON

County of Morrow

} SS.

I certify that this instrument was re-
recorded in the book of records of s

BARBARA BLOODSWORTH,
Morrow County Clerk

by: *Shirley McLean*

DOC#: 49401
RCPT: 2340
11/06/96 1:22 PM



COLUMBIA BASIN ELECTRIC COOPERATIVE

171 N. LINDEN WAY • P.O. BOX 398 • HEPPNER, OREGON 97836-0398

Telephone (541) 676-9146 • Fax (541) 676-5159

Condon Telephone (541) 384-2023

Item # 7e

tommyw@columbiabasin.cc

andyf@columbiabasin.cc

briank@columbiabasin.cc

joshc@columbiabasin.cc

debbiel@columbiabasin.cc

June 13, 2017

Board of Commissioners Melissa Lindsay, Don Russell, and Jim Doherty
Administrative Officer Gerry Sorte

In Re: A request to install a blank six-inch (6") conduit in the open ditch now being utilized in Morrow County's utility right-of-way in the former railroad bed.

Dear Commissioners and Gerry:

Columbia Basin Electric Cooperative (CBEC) hereby requests a written easement (or permission letter) to have installed a blank, six-inch conduit in the same ditch that is being opened and closed by the Heppner-Lexington Pipeline Company, LLC. CBEC has made arrangements with the pipeline company for this work if the Board of Commissioners will provide an easement to CBEC.

The Heppner-Lexington Pipeline Company, LLC (Brian Thompson, et al) is installing a water pipeline in-and-along the utility easement Morrow County holds in the former railroad right-of-way. CBEC believes it is prudent to insert a blank six-inch (6") conduit for any future need as the ditch is now open. Although CBEC has no immediate plans or even future concepts for the use of such a conduit, the least-cost time to install for a future need is when someone else has the ditch open.

CBEC would have preferred to install said blank six-inch conduit the entire distance of the water mainline. However, due to the cost of materials for a yet to be determined future need, the decision was made to install the blank conduit only in that portion of the ditch within the Kinzua Industrial Park and on through the existing Willow Creek Golf Course to the water pipeline's head. These areas represent the most potential disruption in the event of a need for a future ditch re-opening.

A map of our proposed conduit insertion is attached. Please review it for clarification of our desired route.

Columbia Basin Electric Cooperative believes spending some money today for this purpose could be very useful to the public good at some future date and project. Columbia Basin Electric, with its fifteen (15) employees who work *and live* in Morrow County, respectively make this request.

Sincerely,

Thomas Wolff, CPA
CEO / General Manager



CBEC's proposed 6" blank conduit "piggy-backed" into the Heppner-Lexington Pipeline Company, LLC's installation.



COLUMBIA BASIN ELECTRIC COOPERATIVE, Inc.

171 N. LINDEN WAY • P.O. BOX 398 • HEPNER, OREGON 97836-0398

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joshc@columbiabasin.cc

debbiel@columbiabasin.cc

January 12, 2015

Judge Terry Tallman
Commissioners LeAnn Rea and Don Russell
Morrow County Court

In Re: A request for specific language to be included in all future Strategic Investment Program agreements.

Dear Judge and Commissioners:

Columbia Basin Electric Cooperative (CBEC) hereby requests that all future Strategic Investment Program (SIP) agreements for projects located within the exclusive service territory of CBEC within Morrow County include a clause containing the following specific language:

This project shall use Columbia Basin Electric Cooperative for all electric service needs for its Project facilities located within Columbia Basin Electric Cooperative's PUC assigned service territory within Morrow County unless otherwise agreed in writing by Columbia Basin Electric Cooperative.

This request is intended to supersede and replace a former request approved by the Court several years ago. It is designed to "close some loopholes" in the former language.

Columbia Basin Electric Cooperative's PUC assigned service territory roughly includes all of Morrow County south of the dividing line between Township 2-North and Township 3-North.

Columbia Basin Electric Cooperative believes this specific SIP language is necessary to protect the integrity of the CBEC service territory. Columbia Basin Electric Cooperative, with its fifteen (15) employees who work *and live* in Morrow County, respectively make this request.

Sincerely,

Thomas Wolff, CPA
CEO / General Manager



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

Item #
79

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Jerry Sorte
 Department: Board of Commissioners
 Person Attending BOC Meeting (Required): Jerry Sorte
 Short Title of Agenda Item: Ordinance No. ORD-2-2017; Amending the Morrow County Code regarding the approval process for Public Works Permits

Phone Number (Ext): 541-676-2529
 Requested Agenda Date: June 21, 2017

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

<input checked="" type="checkbox"/> N/A	For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>DATE</i>		
_____	Admin. Officer/BOC Office	Required for all BOC meetings
<i>DATE</i>		
_____	County Counsel	Required for all legal documents
<i>DATE</i>		
_____	Finance Office	Required for all contracts; Other items as appropriate.
<i>DATE</i>		
_____	Human Resources	If appropriate
<i>DATE</i>		

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Ordinance No. ORD-2-2017; Amending the Morrow County Code regarding the approval process for Public Works Permits

2. ISSUES, BACKGROUND, AND DISCUSSION:

At the Board of Commissioners meeting on June 7, 2017, the Board considered this matter and approved a motion that directed staff to prepare an ordinance that would amend the Morrow County Code. The amendments to Chapter 8.08 of the Morrow County Code would grant the Public Works Director or his or her designee authority to approve permits for approach roads to county roads and work in county right-of-ways. The amendments also include an appeal process should a permit be denied. An appeal would be brought before the Board of Commissioners for a final decision on the permit.

At the June 7, 2017 meeting, the Board directed staff to present the Ordinance for adoption at a single meeting. The Board also directed staff to include an emergency clause so that the Ordinance would take effect immediately upon passage. The emergency clause will allow the Public Works Director to implement this new process during the summer development season.

Since an emergency clause is included, this ordinance may be adopted at a single meeting by reading the ordinance by title only; however, this requires a unanimous vote of the Board of Commissioners for ordinance adoption. A member of the Board may request that the Ordinance be read in full.

The amendments that would be made by Ordinance No. ORD-2017-2 are listed in a "track changes" format and included as Exhibit A to the ordinance.

3. OPTIONS:

1. After a reading the ordinance by title, move to adopt Ordinance No. ORD-2017-2; or
2. After reading the ordinance in full, move to adopt Ordinance No. ORD-2017-2; or
3. Direct staff to amend the ordinance (specify) and present for review at a future meeting; or
4. Other.

4. FISCAL IMPACT:

Staff anticipates that this new process would expedite permit issuance and thereby save time for both County staff and affected developers.

5. STAFF RECOMMENDATIONS:

Staff recommends that the Board of Commissioners approve Ordinance ORD-2017-2.

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

After reading the ordinance by title or in full, the Board of Commissioners may move to adopt Ordinance No. ORD-2017-2; which shall become effective immediately upon passage.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

Exhibit A to Ordinance No. ORD-2017-2

Proposed additions are double underlined.
Proposed deletions are listed in ~~strike through~~.

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

Sections:

- 8.08.010- Approach roads or right-of-way work- ~~Permission~~Permit required
- 8.08.020- Approach roads or right-of-way work- ~~Plans required~~Permit decision
- 8.08.025- Appeals
- 8.08.030- Culvert and grade specifications
- 8.08.040- Construction requirements
- 8.08.050- Expenses of road approaches
- 8.08.060- Removal authorized when- Costs

8.08.010- Approach roads or right-of-way work- ~~Permissions~~Permit required. Any approach road to a county road or work within county rights-of-way requires a permit from the Public Works Department. Application for a permit shall be submitted in writing to the Public Works Department on forms provided by the Public Works Director. The application shall include any requested plans, payment of the fee adopted by the Board of Commissioners, and any other requested information, must have permissions of the county court. (§1 of Ord. dated 8/2/67)

8.08.020- Approach roads or right-of-way work- ~~Plans required~~Permit Decision. The Public Works Director or his or her designee shall render a decision on all permits submitted under Section 8.08.010. Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standardsAll plans for work on approaches or work within the right of way must be submitted either verbally or in writing to the county court or roadmaster. (§5 of Ord. dated 8/1/67)

8.08.025- Appeals. An applicant for a permit that was denied under Section 8.08.020 may appeal that decision to the Board of Commissioners. The appeal shall be considered by the Board of Commissioners at the first regular meeting scheduled after the appeal is filed. The Board of Commissioners shall render a final decision on the permit.

8.08.030- Culvert and grade specification. All approaches must meet specifications as to culverts or grades, etc. (§3 of Ord. dated 8/2/67)

8.08.040- Construction requirements. All approaches must be so constructed as not to damage the existing roadway. (§4 of Ord. dated 8/2/67)

8.08.050- Expenses of road approaches. All expenses of road approaches to county roads must be paid by the applicant. (§2 of Ord. dated 8/2/67)

8.08.060- Removal authorized when- Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator. (§6 of Ord. dated 8/2/67)

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

In the Matter of Amending Chapter 8 of the)
Morrow County Code pertaining to the)
approval of County Permits for) ORDINANCE NO. ORD-2017-2
Construction Work in County Road Right-)
of-Ways)

WHEREAS, the Morrow County Court which became the Board of Commissioners has historically reviewed and rendered a decision on all County permits for construction work within County road right-of-ways. Such permits have included, but have not been limited to: road access permits and construction permits needed to place utilities within a right-of-way; and

WHEREAS, the Morrow County Board of Commissioners would like to delegate review and decision authority on such permits to the Morrow County Public Works Director in order to expedite development projects within Morrow County; and

WHEREAS, the Morrow County Board of Commissioners considered this matter at their meeting of June 7, 2017 and passed a motion directing staff to prepare an implementing ordinance to adopt the amendments to Chapter 8.08 of the Morrow County Code that are included as Exhibit A; now therefore:

THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1. Morrow County Code Sections 8.08.010 and 8.08.020 are hereby repealed.

Section 2. There is hereby added to the Morrow Count Code Sections 8.08.010, 8.08.020; and 8.08.025 which read as follows:

8.08.010- Approach roads or right-of-way work- Permit required. Any approach road to a county road or work within county rights-of-way requires a permit from the Public Works Department. Application for a permit shall be submitted in writing to the Public Works Department on forms provided by the Public Works Director. The application shall include any requested plans, payment of the fee adopted by the Board of Commissioners, and any other requested information.

8.08.020- Approach roads or right-of-way work- Permit Decision. The Public Works Director or his or her designee shall render a decision on all permits submitted under Section 8.08.010. Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standards.

8.08.025- Appeals. An applicant for a permit that was denied under Section 8.08.020 may appeal that decision to the Board of Commissioners. The appeal shall be considered by the Board of Commissioners at the first regular meeting scheduled after the appeal is filed. The Board of Commissioners shall render a final decision on the permit.

Section 3. An emergency is declared and this ordinance is effective immediately upon passage.

Dated this 21st day of June 2017.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

Melissa Lindsay, Chair

Don Russell, Vice Chair

Jim Doherty, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel