

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**

**Wednesday, November 23, 2022 at 9:00 a.m.**

**Morrow County Government Center**

**Don Adams Conference Room**

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

*Zoom Meeting Information on Page 2*

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
  - 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
  - 3. Open Agenda:** The Board may introduce subjects not on the agenda
  - 4. Consent Calendar**
    - a. Approve Accounts Payable and Payroll Payables
    - b. Minutes: November 9<sup>th</sup>, November 16<sup>th</sup>
    - c. Statewide Transportation Improvement Fund (STIF) Discretionary Grant Application, Fiscal Year 2023-2025, Boardman-Port of Morrow Circular
    - d. STIF Discretionary Grant Application, FY 2023-2025, Heppner-Boardman Connector
    - e. Emergency Management Performance Grant Agreement No. 22-524
    - f. Property Tax Refunds: Aylett, et al.; Keven Haguewood
  - 5. Business Items**
    - a. Public Health Department Program Element 75 (Public Health/Chair Doherty)
    - b. Intent to Award – Request for Proposals for Water Coordinator (Tamra Mabbott, Planning Director)
    - c. Update on Nitrate Emergency Fund Expenditures (Chair Doherty and Paul Gray, Emergency Manager)
    - d. Oregon Department of Human Services Intergovernmental Grant Agreement #178249 – Water Deliveries (Paul Gray)
    - e. Request Approval of Patrol Lieutenant Job Description (Sheriff John Bowles; Lindsay Grogan, Human Resources Director)
    - f. Request to Purchase Dispatching Software (Katie Imes, Transit Manager, The Loop)
    - g. Discuss National Association of Counties’ Funding Request to State Associations for a National Center for Public Lands Counties
  - 6. Old Business**
    - a. County Cistern (Eric Imes, Public Works Director)
  - 7. Department Reports**
    - a. Road Department Monthly Report (Eric Imes, Public Works Director)
  - 8. Commissioner Liaison Reports**
  - 9. Correspondence**
  - 10. Commissioner Reports**
  - 11. 11:00 a.m. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
  - 12. Signing of documents**
  - 13. Adjournment**
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Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://www.co.morrow.or.us/boc) under “Upcoming Events”). Meeting Packets can also be found the following Monday.

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Chair Jim Doherty at (541) 571-0584.

### **Zoom Meeting Information**

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

Password: 97836

Meeting ID: 541-676-2546

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

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes  
November 9, 2022  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Melissa Lindsay, Commissioner Don Russell, Kevin Ince, Roberta Lutcher, Justin Nelson, Lisa Pratt, Mike Hughes

**Present Via Zoom**

Sandi Pointer, Del Turner, Ronda Fox, Julie Baker, David Sykes, SaBrina Bailey-Cave, Mary Killion, Mike Gorman, Heidi Turrell, Erin Anderson, Ana Pineyro, Torrie Griggs, Kirsti Cason, Erika Lasater, Katie Imes, Rick Stokoe, Diane Kilkenny, Karen Pettigrew, Yvonne Morter, Kelsey Crocker, Jaylene Papineau, Linda Skendzel, Anna Browne, Lisa Mittelsdorf, Aaron Moss, Robin Canaday, Kathy Street

**City & Citizen Comments – None**

**Open Agenda**

- Commissioner Lindsay requested to add a discussion regarding a letter of support for Randy Jones with the Department of Environmental Quality (DEQ), to continue his efforts on the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee.
- County Counsel, Justin Nelson, asked to talk about the start time for next week’s Board of Commissioners (BOC) meeting; and to decide a date for a BOC meeting at the Morrow County Government Center in Irrigon.
- Chair Doherty said he planned to bring an agenda item today (ambulance transport license request from Boardman Fire Rescue District) and he was happy to hear there were productive talks between John Murray, Chief Mike Hughes and Ken Browne. He said he built on that and talked to the Oregon Health Authority; the contracted mediator, Elizabeth Heckathorn; medical service providers; and ambulance service providers and short of some of the documentation the Board has discussed, there was potential for some movement. He said he visited with Mr. Nelson, this morning about adding it to the agenda, but his recommendation was to suspend it and allow him to get together with the parties and craft something that can come back on the Consent Calendar, maybe even next week. Chair Doherty said things could be parsed out and if it was withdrawn from the Consent Calendar, it could be set it over to the following week.
- Chair Doherty noted the membership dues invoice from the Northeast Oregon Water Association (NOWA) would be removed from the agenda and processed through Accounts Payable since the amount was budgeted during the annual Budget Committee Meetings in May.

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: October 26<sup>th</sup> and November 2<sup>nd</sup>*
3. *Amendment 8 to Oregon Health Authority Intergovernmental Agreement #169524 for the Financing of Public Health Services; and authorize Chair Doherty to sign on behalf of the County*

Commissioner Lindsay seconded. Unanimous approval.

### **Business Items**

#### Resolution No. R-2022-24: Approving the Morrow County Credit Card Use Policy

Kevin Ince, Finance Director

Mr. Ince explained a Work Session on this topic was held October 26<sup>th</sup> and the version presented today encompasses the changes requested on that day. He provided a brief overview of the changes.

*Commissioner Russell moved to approve Resolution No. R-2022-24: In the Matter of Transfer of Morrow County Credit Card Policy; to replace the current Morrow County Credit Card Policy last revised on March 2, 2016; and direct the Finance Director to implement the policy.*

*Commissioner Lindsay seconded. Discussion: Mike Gorman, Assessor/Tax Collector, said he was concerned about the requirement for a detailed receipt or invoice. He said there have been some cases where a detailed receipt, especially for meals, wasn't available. He said he ran into this with the prior Finance Director and staff and he didn't think the department should be on the hook to reimburse the County for lack of a receipt they couldn't get. This seemed extreme, he added. Commissioner Lindsay said the last time she got a handwritten receipt, she asked for a detailed receipt. In her experience as treasurer for the Association of Oregon Counties, the auditor required AOC to reduce its number of credit cards. Part of this is to make sure the County can hold the flexibility for staff, and follow best practices for the Finance Department, she explained. Mr. Ince said there will be some level of discretion and it was not the intention to penalize through policy, but more the intention to make every effort to add transparency to all transactions. Were this the private sector, subject to IRS regulations...an itemized receipt would be an absolute requirement...just to offer a comparison, he said. Commissioner Russell asked if he could add handwritten detail to a receipt that lacked detail. Mr. Ince said that would not work. Commissioner Russell then said he would need to make sure receipts meet the requirement for detail. Vote: Unanimous approval.*

#### Payday Policy Change

Lindsay Grogan, Human Resources Director

Ms. Grogan said the request was to change the payroll date from every other Thursday to every other Friday. She listed the reasons for the request and said signed Letters of Agreement were obtained from both unions, Teamsters and AFSCME.

*Commissioner Russell moved to approve the proposed payroll policy which changes the biweekly payday from Thursday to Friday. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said the fact Ms. Grogan ran this past the unions made it clear to her. Commissioner Russell said it would be a one-time hit to employees but if the unions agreed, he was behind it to give the payroll manager an opportunity for a little extra time. Ms. Grogan said it will take effect December 1<sup>st</sup> and an all-staff email will be sent to make sure they have three weeks of lead time in case changes are needed to automatic bill pays, things like that. Commissioner Russell asked when the second half of the 5% payroll bonus will come out. Ms. Grogan replied, the first payroll in December. Vote: Unanimous approval.*

#### Access Agreement with DEQ – Former Ione Gas Station

Commissioner Lindsay said DEQ and the Environmental Protection Agency (EPA) were committed to this project that will ultimately get a property back into good standing for the economic development of the community. She said the property came into County ownership through foreclosure.

The agreement described the work as – to facilitate the environmental investigation of, and performance of removal or remedial actions, at the property located at 320 Main Street, Ione.

*Commissioner Russell moved to approve the Access Agreement with the Oregon Department of Environmental Quality. Commissioner Lindsay seconded. Commissioner Lindsay asked to amend the motion to specify all three Commissioners would sign. Vote: Unanimous approval.*

**Break:** 9:33-9:38 a.m.

#### Updated Contract with Ducote Consulting

Tamra Mabbott, Planning Department Director

Ms. Mabbott explained the funds allocated in the April 2021 contract have been exhausted. Ms. Mabbott requested the contract be renewed so Planning can continue to work with Nick Ducote on grants for several trail projects. The rate increased from \$90 per hour to \$100 per hour, she added. After a discussion about the County's Request for Proposals for Grant Writing Services, Commissioner Russell requested a Work Session to ensure there is some degree of coordination between departments requesting grant writing assistance.

*Commissioner Lindsay moved to approve the updated contract with Ducote Consulting; effective November 9, 2022 and shall end no later than 60 days after the completion of the project; not-to-exceed amount \$10,000; and authorize Chair Doherty to sign on behalf of the County.*

*Commissioner Russell seconded. Vote: Unanimous approval.*

#### LUBGWMA Committee Discussion

Commissioner Lindsay distributed copies of the draft letter and explained Randy Jones, DEQ Regional Solutions Team, has been instrumental in the activities of the LUBGWMA Committee. He is set to retire at the end of the year and she asked the Board to consider signing the letter urging DEQ to continue his employment on a part-time basis through 2023. The letter will be signed jointly by the Umatilla County Board of Commissioners, she said.

*Chair Doherty moved to join Umatilla County in supporting Randy Jones, as presented in the letter. Commissioner Lindsay seconded. Vote: Unanimous approval.*

#### Upcoming BOC Meetings

The Board agreed to the following:

- Start the November 15<sup>th</sup> meeting at 9:15 a.m. to accommodate the schedule at the Association of Oregon Counties Annual Conference in Eugene.
- Hold a BOC Meeting at the Morrow County Government Center Building in Irrigon on November 23<sup>rd</sup>.

#### **Old Business**

### Continuing Discussion on the County-Owned Cistern

The land on which the County-owned cistern is located is owned by the Willow Creek Valley Economic Development Group (WCVEDG), according to Commissioner Lindsay. Housing development infrastructure work has been occurring but the cistern issue needed to be resolved, she said. After discussion, Commissioner Lindsay said she would work with Eric Imes, Public Works Director, and return with more detailed information for the Board on November 23<sup>rd</sup>.

### **Department Reports**

- The Surveyor's Quarterly Written Report, submitted by Matt Kenny, was reviewed
- The Planning Department Monthly Report, submitted by Ms. Mabbott, was reviewed
- The Treasurer's Monthly Report, submitted by Jaylene Papineau, was reviewed in her absence

### **Commissioner Liaison Reports**

- Commissioner Russell said he spoke to Mr. Gorman and he requested a Work Session to discuss a policy for foreclosed property sales. The Work Session should include the Sheriff's Office, County Counsel, Finance Department and Treasurer.
- Commissioner Lindsay said yesterday's meeting of Department Directors & Elected Officials went well. She said she believed the IT Department and Surveyor were technically on contract and shouldn't necessarily be at those meetings. She also said the Commissioners need to make sure when having conversations with any departments, if they involve some directives and that Commissioner is not the liaison, that the liaison or County Counsel be included. She said a few conversations or directives have been given that she thought inappropriate without further conversations.
- Chair Doherty said the firm doing the wage study would like to meet with the Board on November 23<sup>rd</sup>, possibly in Executive Session.

### **Correspondence**

- Letter to the Commissioners from Morrow County resident, Lisa Pratt. Ms. Pratt also serves on the Boardman Fire Rescue District Board. In the eight-page correspondence, including attached documentation, she asked the Board to explain how there is not a need for additional ambulances in Boardman.

### **Commissioner Reports**

Brief reports were provided.

### **Signing of documents**

**Adjourned:** 10:55 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**November 16, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Roberta Lutcher

**Present Via Zoom**

Chair Jim Doherty, Commissioner Melissa Lindsay, Commissioner Don Russell, Justin Nelson, Sandi Pointer, Rick Stokoe, Heidi Turrell, Robin Canaday, John Kilkenny, Katie Imes, Kevin Ince, Lisa Pratt, SaBrina Bailey-Cave, Linda Skendzel, Dawn Eynetich

**Call to Order:** 9:17 a.m.

**Consent Calendar**

Chair Doherty said he received notice County Counsel, Justin Nelson, to set aside or pull the June 24<sup>th</sup> minutes and he'd like to do that and would entertain a motion for the balance.

*Commissioner Russell moved to approve the following items in the Consent Calendar, minus the June 24, 2022 minutes:*

1. *Accounts Payable and Payroll Payables*
2. *Request to Purchase ADA Minivan for Public Transit – The Loop’s Demand Response Drivers from Creative Bus Sales in the amount of \$78,862; BraunAbility ADA compliant, commercial, rear-entry van built on the Chrysler Voyager*

*Commissioner Lindsay seconded. Unanimous approval.*

**June 24, 2022 Special Meeting Minutes**

Mr. Nelson said draft minutes were presented, as normal process, and in reviewing them, based upon current litigation, he thought the more prudent approach would be to rely on the audio from the meeting. He said he drafted a separate set of minutes that were sent out last night. He subsequently spoke to Commissioner Russell who asked to hold them over one more week so he could look at both sets of minutes to see why it was being done differently.

Commissioner Russell said he would make the motion to set it over until next week to talk to County Counsel about why the County would deviate from normal procedure, and to learn about the pros and cons of doing so. He said it seemed like every time there's a deviation from normal procedure, someone thinks, "What are you trying to hide?"

Commissioner Lindsay said she didn't know that it needed a vote, the request could just be by consensus.

Chair Doherty said he always suggested "the more you know, the more you know," and if there was a Commissioner request to gather more information, that's always been his preference. He asked Mr. Nelson if it worked by consensus to set it forward, and Mr. Nelson replied it would.

**Adjourned:** 9:21 a.m.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state. STIF Discretionary funds are not a source of ongoing operations funding.

Goals of the STIF Discretionary fund are to:

Improve transit for low-income and transportation-disadvantaged communities

Reduce greenhouse gas emissions

Increase transit accessibility and efficiency

Improve roadway and community safety and livability

Qualified Entity reviews should consider the extent to which each project meets the project selection criteria established by the Oregon Transportation Commission. Below are the selection criteria framework.

1. Equity and Public Transportation Service to Low-Income Households
2. Coordination of Public Transportation Services
3. Safety, Security, and Community Livability
4. Environmental and Public Health
5. Statewide Transit Network Connections
6. Sustainable Funding

The Morrow County Public Transit Advisory Committee reviewed and approved the application on November 15, 2022. Application is attached in the packet.

## **2. FISCAL IMPACT:**

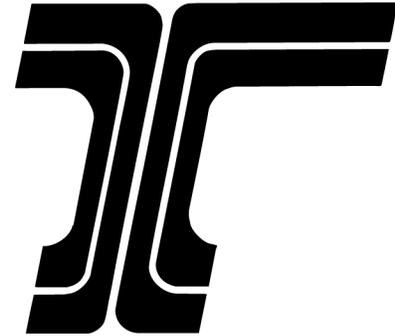
N/A

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

Motion to submit the STIF Discretionary Application for the Boardman/Port of Morrow Circular FY 23-25 funding cycle.

Attach additional background documentation as needed.

# Oregon Department of Transportation



## STIF Discretionary and Statewide Transit Network Application: FY 2023-25

**Each application seeking operating funding should only include one transit service. ODOT will not review an application for operating funds that pertains to more than one transit service, but applicants may submit multiple applications.**

For STIF Discretionary and STN program questions email [Patrick DePriest](mailto:Patrick.DePriest@odot.state.or.us), or call (971) 301-0690.  
For technical form questions email [Brian Roth](mailto:Brian.Roth@odot.state.or.us), or call (541) 508-9862.

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## Applicant Information

**Agency Legal Name**

Morrow County

**Project Title**

Boardman/Port of Morrow Circular

**Agency Legal Address**

P.O. Box 495, Heppner, Oregon 97836

**Application Contact Name**

Katie Imes

**Application Contact Title**

Transit Manager

**Application Contact Email Address**

kimes@co.morrow.or.us

**Application Contact Phone Number**

(541) 676-5667

**Name of Person Signing Agreement**

Jim Doherty

**Title of Person Signing Agreement**

Chair Commissioner

Email Address of Person Signing Agreement  
jdoherty@co.morrow.or.us

Phone Number of Person Signing Agreement  
541-676-5664

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## Agency Information

### 1. Transit Agency Type

County

### 1.A Does the agency have any existing grant agreements with ODOT?

Yes

### 2. What is the main type of service that will be supported by this award?

Deviated Fixed Route

### 3. Would this award support ongoing operations of an existing service?

No

## Risk Assessment Information

### 4. Did your agency have any turnover of management or financial staff in the last two years?

Yes

### 5. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

Yes

### 6. What type of accounting system does your agency use?

Combined

### 7. Does your agency have a system in place that will account for 100 percent of each employee's time?

Yes

### 8. Did your staff members attend required training and meetings during the previous biennium?

Yes

### 9. Was your agency audited by the federal government in the past two years?

No

### 10. Did your agency stay on budget in the past two years?

No

## Agency Qualifications

11. Describe how your agency has the legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget of the anticipated grant agreement. (Description of operational capacity should apply specifically for the workload of projects in this application.)

Morrow County Public Transit is governed by Morrow County Commissioners and implemented through a

collaborative effort between the Loop Transit Manager and the Morrow County Finance Director. The Loop's services are delivered by a fulltime Transit Manager, fulltime Operations Supervisor and a fulltime dispatcher. The Loop enjoys the support of the recently consolidated Morrow County Public Transit Advisory Committee.

In a previous STIF cycle, the Loop invested in formal driving staff (previously delivered services through stipend based volunteers). The resulting boost to capacity, reliability, and service growth have been built into this and another companion operations project.

## 12. Certification of Compliance

**By checking this box, the applicant certifies that if they are awarded funding, they will meet and ensure compliance for the term of the agreement with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.**

Yes

## 13. Do you plan to use a Sub-Recipient or contractor to implement the grant supported activity?

No

## 14. If you seek the 10 percent match reduction, does the project meet one or more of the four factors identified in OAR 732-044-0005(4)(a)? Select each factor that you believe is exemplified by the proposed project.

Predominantly serves or provides access to and from rural communities

Fills a significant gap in the Statewide Transit Network

## 15. Will federal funds be used to complete this project?

No

## Project Information

### 16.A Project Title

Boardman/Port of Morrow Circular

### 16.B Describe the project to be funded. Clearly describe what the requested fund award would be used to accomplish, detailing the specific tasks and deliverables. Where relevant, identify the origin and destination of the proposed service as well as each municipality visited along the route. Please see page 7 of the application instructions for additional guidance on writing a project description.

This request supports the operating costs of establishing a scheduled route service line in the community of Boardman, Oregon. The Port of Morrow-Boardman Circular will run six days per week (Monday thru Saturday) serving the community of Boardman and the Port of Morrow en route. The service will run 18 round trips per day with deliveries that complement the shift schedules at the Port of Morrow (Oregon's second largest port, in Boardman) where 8,000 working family jobs are concentrated in approximately a twelve square mile area. The POMB Circulator will provide access to the companion proposal: Heppner-Boardman Connector. Also, coordinated service of the Hermiston-Boardman connector provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation - CTUIR).

### 17. What is the minimum project cost that will still allow your project to proceed?

\$555,000.00

### 18. Select the fund source(s) for which you would like to compete and that you believe your project is eligible to receive. Check all that apply.

STIF Discretionary  
STIF Intercommunity Discretionary

**19. Why is this an important project? What are the consequences of this project not receiving funding?**

Establishing the POMB Circular closes one of the most profound service gaps in northeast Oregon. As previously mentioned, the Port of Morrow in Boardman is Oregon's second-largest port. It is home to over 8,000 working family (essential) jobs and employers who are eager to grow their labor base. Rapid population growth in the last few biennia has resulted in a surprising paradox. There are more employable adults within a 30-mile radius of Hermiston, Oregon (about 30 minutes east of the port) than there are within a 30-mile radius of Bend and yet, the Port has never had the benefit of being served by public transit.

The timing of this service is critically important. Along with its companion proposal, it constitutes the Morrow County components of a regional effort addressing a chronic unmet need. If this project isn't funded implementation of the projects we've been working toward for seven biennia will be delayed and the value of the planning investments we've made are at risk of being lost entirely. It is possible that the opportunities within our reach in the coming biennia will be lost before the coordinated partnerships necessary to make them happen recover.

**20. Will this project involve breaking ground or any other activity that might require environmental review per federal requirements?**

No

## **Oregon Transportation Commission Investment Priorities**

### **Equity and Public Transportation Service to Low-Income Households**

**21. Describe how this project would support and improve access for vulnerable populations and/or historically marginalized communities.**

This project provides an essential service that improves the quality of life determinants (jobs, education, health care, etc.) between neighboring communities. In addition to raw capacity, the delivery model establishes a reliable, convenient, efficient, and affordable access opportunity. It supplements – but does not replace – the demand response systems operating within the communities so people can plan around public transit rather than a lack of it.

These distinctions are important because the people living in Morrow County, and using Loop services, are historically low income, 15.1% of our population is living below the federal poverty level and 42.5% are at or below 200% of poverty, 41.3% of our population identifies as an ethnic minority, 6.7% households having limited English proficiency, 17.3% are living with a disability, 22.4% are seniors and 10.6% are veterans.

The POMB Circulator connects these populations with employers who are eager to grow their labor pool. At the same time, it creates and grows opportunities for passengers to upgrade their training/education, access healthy food and specialized medical services, and tap into the larger statewide network of mobility options, and more fully realize self-sufficiency. This route will run fare-free.

This project was identified as a high priority by the Morrow/Umatilla County Travel Shed Analysis 2018 which incorporated broad public engagement including intentional outreach to people living with low

income, vulnerable populations (elderly, people living with disabilities) and historically marginalized communities. These efforts included multiple meetings in communities to be served and varying times of day, free transport to meetings, ADA accessible venues, and Spanish language interpreters present.

## Coordination of Public Transportation Services

### **22. Describe how this project would improve the passenger experience, benefit multiple transit providers, or involve consolidation, coordination, or resource sharing between agencies, including use of transportation data and technology.**

This service will run on a published schedule and route. It will supplement – but not replace – the existing demand response systems presently serving the referenced communities. The passenger experience will be improved through the delivery of a predictable, reliable, accessible, affordable, and convenient access network that doesn't require an appointment to ride (if that ride is even available). It allows riders to plan trips around public transit rather than the lack of it.

The vehicles in the Morrow County Loop system will feature automated vehicle locators to empower passengers and ride planners to better coordinate schedules and connections to other systems. The Morrow County Loop will be coordinated with Connexionz Transit Services to develop and deliver General Transit Feed Specification data allowing riders with computers and mobile devices to rapidly discover the services, its connections to other services, and plan trips accordingly.

This service line was born out of a collaborative effort with Umatilla County and CTUIR (Morrow/Umatilla County Travel Shed Analysis Study 2018). It will connect with the Hermiston-Boardman Connector provided by Kayak Public Transit. The transfer opportunity creates one-bus-away connections to Greyhound in Stanfield, and the Pendleton Airport. From a two-bus-away perspective, it establishes access to the Walla Walla Airport and creates the foundation for a planned Kayak expansion to Kennewick, WA where Amtrak service is available.

Morrow County Loop is planning to participate in the iTransitNW network - a regional transit provider collaboration. iTransitNW (which provides passenger facing, real time AVL, available seating, and predictive arrival kiosks at bus shelters – among many other benefits) is presently in use in Walla Walla, and Kayak Public Transit. The emerging technology will improve the passenger experience by allowing riders to proactively trip plan, trip-chain, and manage connections to nearby services using an intuitive all-in-one platform.

## Environmental and Public Health

### **23. Describe how this project would go beyond providing an alternative to personal car use to reduce greenhouse gas emissions, reduce pollution, and/or support positive health outcomes. How does this project support applicant's climate planning efforts?**

This service line is significantly more efficient than The Loop's historic dial-a-ride programs. On a good day, demand response in Morrow County can deliver an average of between 2.0 and 2.2 rides per revenue service hour. Since most passengers consume at least two trips – and many require more – the shared ride opportunities can be limited. By comparison, similar mature routes in the Kayak system (where passengers meet a bus rather than the other way around) routinely deliver averages of over 6 rides/RSH and are often producing more than 10 during peak demand. Such improvements in the Morrow County Loop network will be further leveraged by bicycle racks on each vehicle which allow a nearly carbon-free first-mile-last-mile access alternative. Better still, The Loop's entry into the modern era of GTFS and iTransitNW in use by its connecting partners will allow passengers to make deliberate and informed trip-chaining decisions to optimize travel plans and maximize the environmental benefits of the new service line.

In terms of support for positive health outcomes, this route will stop at the Boardman Recreation Center.

Amenities such as a swimming pool, climbing wall, bike share program, and walking/biking trails are available on-site or nearby while passengers are awaiting a connecting bus."

## **Safety, Security, and Community Livability**

### **24. Describe how the project would increase use and participation in active transportation, and support connections between transit and other travel modes like biking and walking.**

All of the service lines proposed by the Morrow County Loop in this cycle not only leverage existing and planned active transportation investments, they depend on them. 3% of our households are car-free and another 10% only have one vehicle. Our average resident has to travel between 20 and 30 minutes to reach their place of employment. As you may suspect, these metrics are strongly correlated to the low-income and minority households that comprise our working-class passenger base.

Designing our scheduled route network to serve bicycle-pedestrian amenities such as trails and community paths is an important component of our first-mile-last-mile access structure. Participation in active transportation modes (including public transit) will increase organically as we deliver on the opportunity for workers at the Port to leave the family car at home where young families are otherwise often stranded. This POMB Circular will feature a bike rack and will support park-n-ride, vanpool services, and the walkable/accessible infrastructure (existing and planned) in Boardman and the Port of Morrow. Furthermore, by connecting to the Kayak line at the Boardman Rec Center, passengers will have one-bus-away access to Greyhound and the Pendleton Airport – two bus away access to the airport in Walla Walla, Washington. This network will likewise lay the groundwork for a future planned route expansion to Kennewick Washington – two buses away – where passengers can access Amtrak.

The establishment of this (and other) scheduled route services will enter the Morrow County Loop system into the modern age of General Transit Feed Specification (GTFS) discoverability. When combined with our planned participation in the iTransitNW network used by our collaborating partners, it will empower riders to integrate local transit systems into their multimodal lives from a broad range of web, application, and on-site kiosk platforms."

### **25. Describe how the project would support and improve safety of passengers in transit vehicles and safety of other roadway users.**

The vehicles deployed on this route will feature surveillance and security equipment that is compatible with the Loop vehicles that were retrofit under a discretionary award in previous STIF cycles. They will likewise be equipped with modern LED lighting systems and high visibility graphics that are a dramatic improvement over the nondescript white buses with black lettering that once characterized our fleet. Roadway and passenger safety will be increased – relative to the existing door-to-door demand response model – through express services that are designed with fewer stops featuring greater connections to the larger statewide network.

The entry of the Morrow County Loop program into the GTFS and iTransitNW future will allow passengers to optimize trips, trip-chaining, and connections to other systems that will dramatically reduce travel and layover time – thus reducing the exposure to risk that everyone assumes when they travel.

The Morrow County Loop program strictly adheres to or exceeds the maintenance and safety standards recommended by all of our vehicle and equipment manufacturers."

## **Statewide Transit Network Connections**

### **26. Describe how this project would support and improve the utility and connectivity of the Statewide Transit Network and/or create a foundation for future Statewide Transit Network improvements.**

Again, the launch of this service (and its companion proposal) will enter Morrow County into the modern

world of service discoverability. At the moment, the absence of scheduled routes makes Morrow County appear as a 2,049 square-mile gap in Oregon's access system from the perspective of GTFIS-driven trip planners. Our participation in the iTransitNW network will place us into a connected data system serving providers in four counties in Oregon, the southeast corner of Washington, and east to Coeur d'Alene, Idaho. These connections will immediately include Greyhound, two commercial airports, Grapevine, and Valley Transit in Walla Walla.

The Port of Morrow-Boardman Circular connection will add an alternative rich solution to passengers moving through the Morrow County network. It will likewise lay the foundation for future connectivity improvements to Kennewick, WA where Amtrak service is available (a critical gap in eastern Oregon where the Amtrak Pioneer Line hasn't run since the early 1990s).

Finally, the Port of Morrow is itself an unrealized mobility asset. Arguably northeast Oregon's largest and most diverse employment center (8,000 jobs in approximately a dozen square miles) it draws workers (passengers) from all over northeast Oregon and southeast Washington. These are the essential workers and employers that many of the Interstate 84 (and Interstate 82) activity centers are being developed to support. Creating a Statewide Transit Network presence will ensure our long-term inclusion in the mobility systems and investments toward the future prosperity and mobility of eastern Oregonians."

## Funding and Strategic Investment

### **27. Describe why investment in this project makes sense from both the perspective of current need and long term Oregon transit needs.**

The match requirements will be met with Local and State Funds and the project will be sustained through our Statewide Transportation Improvement Fund.

Currently, there is no established public transportation between Morrow County and Umatilla County, the Port of Morrow/Boardman Circular would serve the current need in connecting the large gap in our region.

Long term, this project will connect to a major employment cluster, that provides economic vitality to our region."

### **28. If this project will last beyond the 2023-25 biennium, describe the plan for ongoing funding including match. If not applicable, type N/A.**

Yes, this project will be ongoing and will have sustained funding through the Statewide Transportation Improvement Fund Plan.

### **29. Does this project depend on other funding sources including other discretionary grants whose outcomes are uncertain? If yes, please list those fund sources. If not applicable, type N/A.**

N/A

## 30. Capital Asset Purchases

Describe proposed capital purchases. If no capital assets are included in your application, type N/A.

N/A

## Project Details

### Task Category

Operating

## Operating

**Give a brief (1-3 sentences) description of this project cost.**

Project costs include; Driver's Salaries & Benefits, Preventative Maintenance, Vehicle Insurance, and Fuel.

**Total Task Cost (Grant Amount + Match Amount)**

\$605,000.00

## Project Task and Match Amounts

### 20% Match Rate Calculations

**Grant Amount - STIF Discretionary/STIF**

**Intercommunity (80% State Share)**

\$484,000.00

**Match Amount - STIF Discretionary/STIF**

**Intercommunity (20% Local Share)**

\$121,000.00

### 10% Match Rate Calculations (For Qualified Applicants)

**Grant Amount - STIF Discretionary/STIF**

**Intercommunity (90% State Share)**

\$544,500.00

**Match Amount - STIF Discretionary/STIF**

**Intercommunity (10% Local Share)**

\$60,500.00

## Application Totals

### Match Sources

Match Sources	Amount
Local	\$121,000.00

**Are matching funds of at least 20% of project costs available if the project is awarded?**

Yes

**What percent of funds will be used for demand response transportation?**

0%

**Percent of funds used for fixed route transportation**

100%

**Note on Application Totals:** If applying for 5311(f) Operating, a 50% match rate is applied to identified Operating costs. However, the application form automatically applies a 20% match rate to the full Project Cost, including Operating costs. Therefore, Section 5311(f) applicants should ensure the accuracy of the Total Task Cost for each Task Category, as the 20% match rate will only apply to non-Operating costs in a 5311(f) grant award. The form is unable to calculate an accurate application total using two different match rates.

### Application Totals Summary By Task - 20% Match Rate

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
Vehicle Expansion	\$0.00	\$0.00	\$0.00

Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$0.00	\$0.00	\$0.00
Operating	\$605,000.00	\$484,000.00	\$121,000.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00
Mobility Management	\$0.00	\$0.00	\$0.00
	<b>Total Project Cost:</b> <b>\$605,000.00</b>	<b>Total Grant Amount:</b> <b>\$484,000.00</b>	<b>Total Match Amount:</b> <b>\$121,000.00</b>

## Application Totals Summary By Task - 10% Match Rate (For Qualified Applicants)

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
Vehicle Expansion	\$0.00	\$0.00	\$0.00
Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$0.00	\$0.00	\$0.00
Operating	\$605,000.00	\$544,500.00	\$60,500.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00
Mobility Management	\$0.00	\$0.00	\$0.00
	<b>Total Project Cost:</b> <b>\$605,000.00</b>	<b>Total Grant Amount:</b> <b>\$544,500.00</b>	<b>Total Match Amount:</b> <b>\$60,500.00</b>





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

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

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state. STIF Discretionary funds are not a source of ongoing operations funding

Goals of the STIF Discretionary fund are to:

Improve transit for low-income and transportation-disadvantaged communities

Reduce greenhouse gas emissions

Increase transit accessibility and efficiency

Improve roadway and community safety and livability

Qualified Entity reviews should consider the extent to which each project meets the project selection criteria established by the Oregon Transportation Commission. Below are the selection criteria framework.

1. Equity and Public Transportation Service to Low-Income Households
2. Coordination of Public Transportation Services
3. Safety, Security, and Community Livability
4. Environmental and Public Health
5. Statewide Transit Network Connections
6. Sustainable Funding

The Morrow County Public Transit Advisory Committee reviewed and approved the application on November 15, 2022. Application is attached in the packet.

**2. FISCAL IMPACT:**

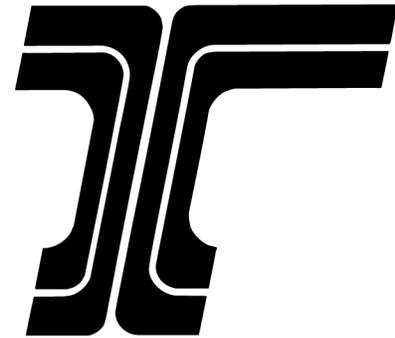
N/A

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

Motion to submit the STIF Discretionary Application for the Heppner/Boardman Connector FY 23-25 funding cycle.

Attach additional background documentation as needed.

# Oregon Department of Transportation



## STIF Discretionary and Statewide Transit Network Application: FY 2023-25

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### Applicant Information

**Agency Legal Name**

Morrow County

**Project Title**

Heppner-Boardman Connector

**Agency Legal Address**

P.O. Box 495, Heppner, Oregon 97836

**Application Contact Name**

Katie Imes

**Application Contact Title**

Transit Manager

**Application Contact Email Address**

kimes@co.morrow.or.us

**Application Contact Phone Number**

(541) 676-5667

**Name of Person Signing Agreement**

Jim Doherty

**Title of Person Signing Agreement**

Chair Commissioner

**Email Address of Person Signing Agreement**

jdoherthy@co.morrow.or.us

**Phone Number of Person Signing Agreement**

541-676-5664

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### Agency Information

**1. Transit Agency Type**

County

**1.A Does the agency have any existing grant agreements with ODOT?**

Yes

**2. What is the main type of service that will be supported by this award?**

Deviated Fixed Route

**3. Would this award support ongoing operations of an existing service?**

No

## **Risk Assessment Information**

**4. Did your agency have any turnover of management or financial staff in the last two years?**

Yes

**5. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?**

Yes

**6. What type of accounting system does your agency use?**

Combined

**7. Does your agency have a system in place that will account for 100 percent of each employee's time?**

Yes

**8. Did your staff members attend required training and meetings during the previous biennium?**

Yes

**9. Was your agency audited by the federal government in the past two years?**

No

**10. Did your agency stay on budget in the past two years?**

No

## **Agency Qualifications**

**11. Describe how your agency has the legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget of the anticipated grant agreement. (Description of operational capacity should apply specifically for the workload of projects in this application.)**

Morrow County Public Transit is governed by Morrow County Commissioners and implemented through a collaborative effort between the Loop Transit Manager and the Morrow County Finance Director. The Loop's services are delivered by a fulltime Transit Manager, fulltime Operations Supervisor and a fulltime dispatcher. The Loop enjoys the support of the recently consolidated Morrow County Public Transit Advisory Committee.

In a previous STIF cycle, the Loop invested in formal driving staff (previously delivered services through stipend based volunteers. The resulting boost to capacity, reliability, and service growth have been built into this and another companion operations project.

**12. Certification of Compliance**

**By checking this box, the applicant certifies that if they are awarded funding, they will meet and ensure compliance for the term of the agreement with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.**

Yes

**13. Do you plan to use a Sub-Recipient or contractor to implement the grant supported activity?**

No

**14. If you seek the 10 percent match reduction, does the project meet one or more of the four factors identified in OAR 732-044-0005(4)(a)? Select each factor that you believe is exemplified by the proposed project.**

Predominantly serves or provides access to and from rural communities

**15. Will federal funds be used to complete this project?**

No

## **Project Information**

### **16.A Project Title**

Heppner-Boardman Connector

**16.B Describe the project to be funded. Clearly describe what the requested fund award would be used to accomplish, detailing the specific tasks and deliverables. Where relevant, identify the origin and destination of the proposed service as well as each municipality visited along the route. Please see page 7 of the application instructions for additional guidance on writing a project description.**

This request supports the operating costs of establishing a scheduled route service line between the communities of Heppner and Boardman, Oregon. The HB Connector will run six days per week (Monday thru Saturday) serving the community of Lexington in route. The service will run 8 round trips per day with deliveries that complements the shift schedules at the Port of Morrow (Oregon's second largest port, in Boardman) where 8,000 working family jobs are concentrated in an approximately a twelve square mile area. The HB Connector will provide coordinated access to the Port of Morrow Circulator which provides high frequency first-mile-last-mile access to Boardman and the Port's major employers, and to the Hermiston-Boardman connector service provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation - CTUIR).

**17. What is the minimum project cost that will still allow your project to proceed?**

\$302,000.00

**18. Select the fund source(s) for which you would like to compete and that you believe your project is eligible to receive. Check all that apply.**

STIF Discretionary

STIF Intercommunity Discretionary

**19. Why is this an important project? What are the consequences of this project not receiving funding?**

"Establishing the HB Connector closes one of the most profound service gaps in northeast Oregon. As previously mentioned, the Port of Morrow in Boardman is Oregon's second-largest port. It is home to over 8,000 working family (essential) jobs and employers who are eager to grow their labor base. Rapid population growth in the last few biennia has resulted in a surprising paradox. There are more employable adults within a 30-mile radius of Hermiston, Oregon (about 30 minutes east of the port) than there are within a 30-mile radius of Bend and yet, the Port has never had the benefit of being served by public

transit.

The timing of this service is critically important. Along with its companion proposals, it constitutes the Morrow County components of a regional effort addressing a chronic unmet need. If this project isn't funded implementation of the projects we've been working toward for six biennia will be delayed and the value of the planning investments we've made are at risk of being lost entirely. It is possible that the opportunities within our reach in the coming biennia will be lost before the coordinated partnerships necessary to make them happen recover."

**20. Will this project involve breaking ground or any other activity that might require environmental review per federal requirements?**

No

## **Oregon Transportation Commission Investment Priorities**

### **Equity and Public Transportation Service to Low-Income Households**

**21. Describe how this project would support and improve access for vulnerable populations and/or historically marginalized communities.**

This project provides an essential service that improves the quality of life determinants (jobs, education, health care, etc.) between neighboring communities. In addition to raw capacity, the delivery model establishes a reliable, convenient, efficient, and affordable access opportunity. It supplements – but does not replace – the demand response systems operating within the communities so people can plan around transit rather than a lack of it.

These distinctions are important because the people living in Morrow County, and using Loop services, are historically low income. 15.1% of our population is living below the federal poverty level and 42.5% are at or below 200% of poverty, 41.3% of our population identifies as Hispanic/Latino, 6.7% are designated with having limited English proficiency.

The HB Connector connects these populations with employers who are eager to grow their labor pool. At the same time, it creates and grows opportunities for passengers to upgrade their training/education, access healthy food and specialized medical services, taps into the larger statewide network of mobility options, and more fully realize self-sufficiency. This route will run fare-free.

This project was identified as a high priority by the Morrow/Umatilla County Travel Shed Analysis 2018 which incorporated broad public engagement including intentional outreach to people living with low-income, vulnerable populations (elderly, people living with disabilities) and historically marginalized communities. These efforts included multiple meetings in communities to be served and varying times of day, free transport to meetings, ADA accessible venues, and Spanish language interpreters present."

### **Coordination of Public Transportation Services**

**22. Describe how this project would improve the passenger experience, benefit multiple transit providers, or involve consolidation, coordination, or resource sharing between agencies, including use of transportation data and technology.**

This service will run on a published schedule and route. It will supplement – but not replace – the existing demand response systems presently serving the referenced communities. The passenger experience will be improved through the delivery of a predictable, reliable, accessible, affordable, and convenient access

network that doesn't require an appointment to ride (if that ride is even available). It allows riders to plan trips around public transit rather than the lack of it.

The vehicles in the Morrow County Loop system will feature automated vehicle locators to empower passengers and ride planners to better coordinate schedules and connections to other systems. The Morrow County Loop will be coordinated with Connexionz Transit Services to develop and deliver General Transit Feed Specification data allowing riders with computers and mobile devices to rapidly discover the services, its connections to other services, and plan trips accordingly.

This service line was born out of a collaborative effort with Umatilla County and CTUIR (Morrow/Umatilla County Travel Shed Analysis Study 2018). It will connect with a high frequency circulator line in Boardman to provide first-mile-last-miles access, and will connect with Kayak Public Transit. The transfer opportunities create one-bus-away connections to Greyhound in Stanfield, and the Pendleton Airport. From a two-bus-away perspective, it establishes access to the Walla Walla Airport and creates the foundation for a planned Kayak expansion to Kennewick, WA where Amtrak service is available.

Morrow County Loop is preparing to participate in the iTransitNW network - a regional transit provider collaboration. iTransitNW (which provides passenger facing, real time AVL, available seating, and predictive arrival kiosks at bus shelters – among many other benefits) is presently in use in Walla Walla, and Kayak Public Transit. The emerging technology will improve the passenger experience by allowing riders to proactively trip plan, trip-chain, and manage connections to nearby services using an intuitive all-in-one platform.

## **Environmental and Public Health**

### **23. Describe how this project would go beyond providing an alternative to personal car use to reduce greenhouse gas emissions, reduce pollution, and/or support positive health outcomes. How does this project support applicant's climate planning efforts?**

This service line is significantly more efficient than The Loop's historic dial-a-ride programs. On a good day, demand response in Morrow County can deliver an average of between 2.0 and 2.2 rides per revenue service hour. Since most passengers consume at least two trips – and many require more – the shared ride opportunities can be limited. By comparison, similar mature routes in the Kayak system (where passengers meet a bus rather than the other way around) routinely deliver averages of over 6 rides/RSH and are often producing more than 10 during peak demand. Such improvements in the Morrow County Loop network will be further leveraged by bicycle racks on each vehicle which allow a nearly carbon-free first-mile-last-mile access alternative. Better still, The Loop's entry into the modern era of GTFS and iTransitNW in use by its connecting partners will allow passengers to make deliberate and informed trip-chaining decisions to optimize travel plans and maximize the environmental benefits of the new service line.

In terms of support for positive health outcomes, this route will transfer to the Port of Morrow Circulator at the Boardman Recreation Center. Amenities such as a swimming pool, climbing wall, bike share program, and walking/biking trails are available on-site or nearby while passengers are awaiting a connecting bus."

## **Safety, Security, and Community Livability**

### **24. Describe how the project would increase use and participation in active transportation, and support connections between transit and other travel modes like biking and walking.**

All of the service lines proposed by the Morrow County Loop in this cycle not only leverage existing and planned active transportation investments, but also depend on them. 2% of our households are car-free and another 10% only have one vehicle. Our average resident has to travel between 20 and 30 minutes to reach their place of employment. As you may suspect, these metrics are strongly correlated to the low-income and minority households that comprise our working-class passenger base.

Designing our scheduled route network to serve bicycle-pedestrian amenities such as trails and community paths is an important component of our first-mile-last-mile access structure. Participation in active transportation modes (including public transit) will increase organically as we deliver on the opportunity for workers at the Port to leave the family car at home where young families are otherwise often stranded. This HB Connector will feature a bike rack and will support park-n-ride, vanpool services, and the walkable/accessible infrastructure (existing and planned) at Boardman and the Port of Morrow. Furthermore, by connecting to the Kayak line at the Boardman Rec Center, passengers will have one-bus-away access to Greyhound and the Pendleton Airport – two buses away access to the airport in Walla Walla, Washington. This network will likewise lay the groundwork for a future planned route expansion to Kennewick Washington – two buses away – where passengers can access Amtrak. The establishment of this (and other) scheduled route services will enter the Morrow County Loop system into the modern age of General Transit Feed Specification (GTFS) discoverability. When combined with our planned participation in the iTransitNW network used by our collaborating partners, it will empower riders to integrate local transit systems into their multimodal lives from a broad range of web, application, and on-site kiosk platforms.

**25. Describe how the project would support and improve safety of passengers in transit vehicles and safety of other roadway users.**

The vehicles deployed on this route will feature surveillance and security equipment that is compatible with the systems Loop vehicles were retrofit with under a discretionary award in the previous STIF cycle. They will likewise be equipped with modern LED lighting systems and high visibility graphics that are a dramatic improvement over the nondescript white buses with black lettering that once characterized our fleet. Roadway and passenger safety will be increased – relative to the existing door-to-door demand response model – through express services that are designed with fewer stops featuring greater connections to the larger statewide network.

The entry of the Morrow County Loop program into the GTFS and iTransitNW future will allow passengers to optimize trips, trip-chaining, and connections to other systems that will dramatically reduce travel and layover time – thus reducing the exposure to risk that everyone assumes when they travel.

The Morrow County Loop program strictly adheres to or exceeds the maintenance and safety standards recommended by all of our vehicle and equipment manufacturers."

## **Statewide Transit Network Connections**

**26. Describe how this project would support and improve the utility and connectivity of the Statewide Transit Network and/or create a foundation for future Statewide Transit Network improvements.**

Again, the launch of this service (and its companion proposal) will enter Morrow County into the modern world of service discoverability. At the moment, the absence of scheduled routes makes Morrow County appear as a 2,049 square-mile gap in Oregon's access system from the perspective of GTFS-driven trip planners. Our participation in the iTransitNW network will place us into a connected data system serving providers in four counties in Oregon, the southeast corner of Washington, and east to Coeur d'Alene, Idaho. These connections will immediately include Greyhound, two commercial airports, Grapevine, and Valley Transit in Walla Walla.

At Boardman, the system will connect with a high-frequency first-mile-last-mile connection and an alternative rich solution to passengers moving through the network. It will likewise lay the foundation for future connectivity improvements to Kennewick, WA where Amtrak service is available (a critical gap in eastern Oregon where the Amtrak Pioneer Line hasn't run since the early 1990s).

Finally, the Port of Morrow is itself an unrealized mobility asset. Arguably northeast Oregon's largest and most diverse employment center (8,000 jobs in approximately a dozen square miles) it draws workers

(passengers) from all over northeast Oregon and southeast Washington. These are the essential workers and employers that many of the Interstate 84 (and Interstate 82) activity centers are being developed to support. Creating a Statewide Transit Network presence will ensure our long-term inclusion in the mobility systems and investments toward the future prosperity and mobility of eastern Oregonians."

## Funding and Strategic Investment

### 27. Describe why investment in this project makes sense from both the perspective of current need and long term Oregon transit needs.

44 miles are between Heppner and Boardman. Currently, there is no established public transportation between north Morrow County and south Morrow County. The Heppner-Boardman Connector would complement the current need in connecting the large gap in our region.

Long term, this project will connect to a major employment cluster, that provides economic vitality to our region.

### 28. If this project will last beyond the 2023-25 biennium, describe the plan for ongoing funding including match. If not applicable, type N/A.

Yes, this project will be ongoing and will have sustained funding through the Statewide Transportation Improvement Fund Plan.

### 29. Does this project depend on other funding sources including other discretionary grants whose outcomes are uncertain? If yes, please list those fund sources. If not applicable, type N/A.

N/A

## 30. Capital Asset Purchases

Describe proposed capital purchases. If no capital assets are included in your application, type N/A.

N/A

## Project Details

### Task Category

Operating

## Operating

Give a brief (1-3 sentences) description of this project cost.

Project costs include; Driver's Salaries & Benefits, Preventative Maintenance, Vehicle Insurance, and Fuel.

**Total Task Cost (Grant Amount + Match Amount)**

\$657,000.00

## Project Task and Match Amounts

### 20% Match Rate Calculations

**Grant Amount - STIF Discretionary/STIF  
Intercommunity (80% State Share)**

\$525,600.00

**Match Amount - STIF Discretionary/STIF  
Intercommunity (20% Local Share)**

\$131,400.00

# 10% Match Rate Calculations (For Qualified Applicants)

**Grant Amount - STIF Discretionary/STIF Intercommunity (90% State Share)**  
\$591,300.00

**Match Amount - STIF Discretionary/STIF Intercommunity (10% Local Share)**  
\$65,700.00

## Application Totals

### Match Sources

Match Sources	Amount
Local	\$131,400.00

**Are matching funds of at least 20% of project costs available if the project is awarded?**

Yes

**What percent of funds will be used for demand response transportation?**

0%

**Percent of funds used for fixed route transportation**

100%

**Note on Application Totals:** If applying for 5311(f) Operating, a 50% match rate is applied to identified Operating costs. However, the application form automatically applies a 20% match rate to the full Project Cost, including Operating costs. Therefore, Section 5311(f) applicants should ensure the accuracy of the Total Task Cost for each Task Category, as the 20% match rate will only apply to non-Operating costs in a 5311(f) grant award. The form is unable to calculate an accurate application total using two different match rates.

## Application Totals Summary By Task - 20% Match Rate

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
Vehicle Expansion	\$0.00	\$0.00	\$0.00
Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$0.00	\$0.00	\$0.00
Operating	\$657,000.00	\$525,600.00	\$131,400.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00

Mobility Management	\$0.00	\$0.00	\$0.00
	<b>Total Project Cost:</b> <b>\$657,000.00</b>	<b>Total Grant Amount:</b> <b>\$525,600.00</b>	<b>Total Match Amount:</b> <b>\$131,400.00</b>

## Application Totals Summary By Task - 10% Match Rate (For Qualified Applicants)

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
Vehicle Expansion	\$0.00	\$0.00	\$0.00
Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$0.00	\$0.00	\$0.00
Operating	\$657,000.00	\$591,300.00	\$65,700.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00
Mobility Management	\$0.00	\$0.00	\$0.00
	<b>Total Project Cost:</b> <b>\$657,000.00</b>	<b>Total Grant Amount:</b> <b>\$591,300.00</b>	<b>Total Match Amount:</b> <b>\$65,700.00</b>



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: H Paul Gray
Department: Emergency Management
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 11/15/22
Requested Agenda Date: 11/23/22

Emergency Management Performance Grant No. 22-524

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Emergency Management
Contractor/Entity Address:
Effective Dates - From: 1 July 2022 Through: 30 June 2023
Total Contract Amount: 65,584.00 Budget Line: 101-117-3-30-3163
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

H Paul Gray 11/15/22 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Emergency Management Performance Grant Agreement needing authorized signature by County.

This grant reimburses 50% of the Emergency Management budget.

## 2. FISCAL IMPACT:

Revenue for County Emergency Management.

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

Motion to approve the agreement with the State and authorize Chair Doherty to sign

Attach additional background documentation as needed.



# OREGON DEPARTMENT OF EMERGENCY MANAGEMENT

Dear Subgrantee,

We are pleased to inform you, your FY2022 Emergency Management Performance Grant (EMPG) application has been approved. Attached please find an electronic copy of your grant agreement with your grant award total.

Please have your jurisdiction's authorized official review, sign and return the grant agreement. Signed agreements can be returned to Oregon Emergency Management (OEM) at [oem.empg@oem.oregon.gov](mailto:oem.empg@oem.oregon.gov). If there are changes in application information since submission, please contact OEM prior to signing the agreement, and you will be sent a corrected agreement for signature.

If your jurisdiction is unable to accept electronic signatures, please contact OEM to make arrangements for alternate delivery of the grant agreement.

Once signed agreements are received, OEM will execute and return a fully executed copy for your records. Upon executing your agreement, OEM will immediately process all FY2022 Requests for Reimbursement (RFRs) which you have previously submitted (if applicable). Please note, in order to process RFRs, OEM must also have received the corresponding quarterly reports.

**The agreement must be signed by the jurisdiction's authorizing official and returned to OEM no later than January 31, 2023. If the agreement is not fully executed by that date, the offer of this grant may be withdrawn.**

If you have any questions regarding the grant award conditions and certifications, award period, or the EMPG program, please reach out to your Regional Coordinator, EMPG Grants Coordinator and/or Grant Accountant at [oem.empg@oem.oregon.gov](mailto:oem.empg@oem.oregon.gov).

Carole Sebens  
Grants Coordinator  
Oregon Emergency Management  
[carole.l.sebens@oem.oregon.gov](mailto:carole.l.sebens@oem.oregon.gov)  
503-798-1938

22-524

**OREGON DEPARTMENT  
OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042  
Morrow County  
\$65,584.00**

**Grant No: 22-524**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Department of Emergency Management, hereinafter referred to as “OEM,” and **Morrow County** hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2022** and ending, unless otherwise terminated or extended, on **June 30, 2023** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**  
Exhibit B: **Federal Requirements and Certifications**  
Exhibit C: **Subcontractor Insurance**  
Exhibit D: **Information required by 2 CFR 200.332(a)**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$65,584.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2022 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>

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

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
  - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
  - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
  - d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at [http://www.oregon.gov/OEM/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx)

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

## **8. Records Maintenance and Access; Audit.**

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
  - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
  - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
  - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

## **9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. Subagreements** Subrecipient may enter into contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall

address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment including, without limitation, the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
  - ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
  - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

## 10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

## 11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third-Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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 delay or 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. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

**Morrow County**

By \_\_\_\_\_

Name Jim Doherty, Chair, BOC  
(printed)

Date November 23, 2022

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Subrecipient)

By \_\_\_\_\_  
Subrecipient's Legal Counsel

Date \_\_\_\_\_

**Subrecipient Program Contact:**

H Paul Gray  
Emergency Manager  
Morrow County  
PO Box 788, Heppner, OR 97836  
541-676-5605  
pgray@co.morrow.or.us

**Subrecipient Fiscal Contact:**

Kevin Ince  
Finance Director  
Morrow County  
PO Box 867, Heppner, OR 97836  
541-676-5615  
kince@co.morrow.or.us

**STATE OF OREGON**, acting by through its Oregon  
Department of Emergency Management

By \_\_\_\_\_

Alaina Mayfield  
Preparedness Section Manager, OEM

Date \_\_\_\_\_

**APPROVAL FOR LEGAL SUFFICIENCY**

By Samuel B. Zeigler via email  
Senior Assistant Attorney General

Date 9/28/2022 (via email)

**OEM Program Contact:**

Carole Sebens, Grants Coordinator  
Oregon Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-798-1938  
carole.l.sebens@oem.oregon.gov

**OEM Fiscal Contact:**

Michelle Lovejoy, CFO/Finance Division Director  
Oregon Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-934-3303  
oem.accounts payable@oem.oregon.gov

## EXHIBIT A

### Project Description and Budget

#### I. Project Description

The FY2022 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2022 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

#### II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$65,584
Match Funds:	\$65,584
<b>Total Budget:</b>	<b>\$131,168</b>
Personnel Services	\$90,836
General Office Supplies	\$8,000
Other Supplies	\$6,000
Phone	\$1,500
Contractual/Professional Services	\$2,000
Maintenance Costs	\$7,000
Travel/Vehicle Expenses/Mileage	\$10,000
Training/Workshops/Conferences	\$5,832
<b>Total (Grant plus Match)</b>	<b>\$131,168</b>

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
    - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
    - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
  2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
  3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
  4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
  5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
  6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
2. **Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

**E. Environmental and Historic Preservation.**

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
  - b. National Historic Preservation Act, 16 USC § 470 et seq.
  - c. Endangered Species Act, 16 USC § 1531 et seq.
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
  3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
  3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
  4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.
- U. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- V. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- W. DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
  2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
  3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities 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 performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

i. 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.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. 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 OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, 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.

**"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 Subrecipient'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

**CERTIFICATE(S) OF INSURANCE.** Subrecipient 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.

**INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

**OEM ACCEPTANCE.** All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## Exhibit D

### Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match the name associated with its unique entity identifier):  
Morrow County
  - (ii) Sub-recipient's unique entity identifier: GLDSK7FBFJ15
  - (iii) Federal Award Identification Number (FAIN): EMS-2022-EP-00002-S01
  - (iv) Federal Award Date: October 1, 2022
  - (v) Sub-award Period of Performance Start and End Date: From July 1, 2022 to June 30, 2023
  - (vi) Sub-award Budget Period Start and End Date: July 1, 2022 to June 30, 2023
  - (vii) Amount of Federal Funds Obligated by this Agreement: \$65,584.00
  - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \* \$65,584.00
  - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity:  
\$65,584.00
  - (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
  - (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)  
(b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management  
(c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
  - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants  
Amount: \$5,375,140
  - (xiii) Is Award R&D? No
  - (xiv) Indirect cost rate for the Federal award: 9.5%

2. Subrecipient's indirect cost rate:

\*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Property tax refund for Aylett, Etal, due to duplicate payments by lender and owner on multiple accounts.

## 2. FISCAL IMPACT:

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

Sign refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

No. 22-67  
Tax Year 2022-23  
Acct. # 2702

*Property Owner & Refund to :*

Aylett Home Place, LLC  
Juanita M Aylett Family (Credit Bypass) Trust  
Juanita M Aylett Marital Trust  
75816 Frontage Rd  
Hermiston, Oregon 97838

*Tax Payer:*

Oregon Department of Veterans Affairs\*\*  
700 Summer Street NE  
Salem, Oregon 97301

Receipt # 27806

Date paid 11/14/2022

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
680.49	11,155.67	-20.41	11,135.26	680.49	-20.41	660.08	0.00	0.00	10,475.18	0.00	10,475.18

Reason: ODVA sent funds to cover this account and also 2704, 8235, & 10867 which were already paid by the landowner. The overage was applied here. ODVA requests refund to go to the landowner.

Approved: \_\_\_\_\_ 2022

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

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

Date 11-17-22



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

(For BOC Use)
Item #
4f(2)

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

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

Date submitted to reviewers:
Requested Agenda Date: 11/23/2022

Property Tax Refund for Keven Haguewood

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Mike Gorman 11/18/22 DATE Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Property tax refund for Keven Haguewood due to duplicate payments from both land owner and wind company. Taxes are to be paid by the wind company.

**2. FISCAL IMPACT:**

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

Sign refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

**No. 22-71  
Tax Year 2022-23  
Acct. # 12852**

*Property Owner & Refund to :*

KEVEN O HAGUEWOOD  
64396 MCNAB LN  
IONE, OR 97843-7400

*Tax Payer:*

KEVEN O HAGUEWOOD  
64396 MCNAB LN  
IONE, OR 97843-7400

&

WHEATRIDGE WIND II  
700 UNIVERSE BLVD  
JUNO BEACH, FL 33408

Receipt # 274043 & 275354

Date paid 11/8/2022 & 11/18/2022

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
2,809.13	5,533.99	-84.27	5,449.72	2,809.13	-84.27	2,724.86	0.00	0.00	2,724.86	0.00	2,724.86

Reason: PAID BY WIND COMPANY AND OWNER

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

2022

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

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

\_\_\_\_\_  
Commissioner

Date

11-18-22

\_\_\_\_\_  
Commissioner



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

(For BOC Use)

Item #

5a

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

Presenter at BOC: Robin Canaday

Date submitted to reviewers: 11/21/2022

Department: Public Health

Requested Agenda Date: 11/23/2022

Short Title of Agenda Item:

Program Element #75; Lower Umatilla Basin Groundwater Management Area Services

(No acronyms please)

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

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: 10 minutes                              |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address: 800 NE Oregon St, Suite 930, Portland, OR 97232

Effective Dates – From:

Through: 06/30/2023

Total Contract Amount:

Budget Line:

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

Reviewed By:

Robin Canaday                      11/21/2022 Department Director

DATE

Required for all BOC meetings

\_\_\_\_\_ Administrator

DATE

Required for all BOC meetings

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

DATE

\*Required for all legal documents

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

DATE

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

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

DATE

\*If appropriate

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

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

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

Program Element 75: Lower Umatilla Basin Groundwater Management Area Services

Oregon Health Authority Issued the above Program Element (along with a work plan)to assist with carrying out the work to support safe drinking water for domestic well owners in Morrow County effected by high Nitrate levels.

**2. FISCAL IMPACT:**

Amount coming to Morrow County to be determined. Funding coming from State that has to be expended by June 30, 2023.

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

Motion to direct Public Health to work with HR to implement Program Element 75

Attach additional background documentation as needed.

## Program Element # 75: Lower Umatilla Basin Groundwater Management Area Services

**OHA Program Responsible for Program Element:** Public Health Division/Center for Health Protection  
Environmental Public Health/Domestic Well Safety

- Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver **Lower Umatilla Basin Groundwater Management Area Services**.

This Program Element is intended to fund Morrow and Umatilla Local Public Health Authorities (LPHAs) to hire one staff each to support local implementation of the Oregon Health Authority's (OHA) Public Health Workplan to reduce exposure to high levels of nitrates in domestic well drinking water found in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). Local implementation activities include support for well water screening events for up to 4500 wells, obtaining water samples, support actions to provide residents access to OHA-funded water treatment systems, engage in activities to identify potential alternative water sources and provide community engagement and technical assistance.

In accordance with Oregon's Groundwater Quality Protection Act of 1989, the Oregon Department of Environmental Quality (DEQ) and Oregon Department of Agriculture (ODA) declared the LUBGWMA in 1990 due to regional nitrate-nitrogen concentrations in groundwater exceeding 7 milligrams per liter (mg/L). This area straddles the northern portions of Morrow and Umatilla counties, and encompasses the cities of Hermiston, Boardman, Irrigon, Stanfield, Echo and nearby unincorporated areas. Over the past 30 years DEQ, ODA and local governmental and nongovernmental organizations have partnered to establish a groundwater management area committee, provide regular nitrate level monitoring, develop educational materials and identify and organize data to track compliance with the voluntary community action plan designed to reduce groundwater nitrate concentrations. However, monitoring well network data show these actions have not sufficiently reduced the nitrate-nitrogen levels to the federal Safe Drinking Water standard of 10 mg/L.

The federal Safe Drinking Water Act defines high nitrate as a level exceeding 10 mg/l. Exposure to nitrate levels from 11 mg/L to 100 mg/L means the water is not safe to drink for babies or people who are or may become pregnant. High nitrate concentrations in drinking water can cause methemoglobinemia (decreased ability of the blood to carry oxygen to tissues). At these levels it is relatively safe in the short-term for healthy adults to drink for up to a year. Exposure longer than a year may pose a risk, and OHA advises people who fit this description to consult with their health care provider. Nitrate levels above 100 mg/L mean the water is not safe to drink or use to cook. It is safe for other uses, such as bathing, washing dishes, doing laundry or watering your garden. Nitrate levels at or below 10 mg/L mean the water is safe for all uses, including drinking.

OHA, together with DEQ, ODA and the Oregon Water Resources Department (WRD) have been in conversation with the US Environmental Protection Agency (EPA) about the state response to elevated nitrates in the LUBGWMA for a number of years. OHA's component of the state response is to coordinate and support implementation of a workplan, described below, focused on understanding and reducing risks to people who rely on domestic wells for drinking water. The workplan is intended to be carried out in partnership with LPHAs of Morrow and Umatilla counties, community-based organizations (CBO) and other local partners.

The Oregon Legislature provided funding to OHA to staff the effort, provide contract support to environmental laboratories to test domestic wells, provide contract support to water treatment professionals to install and maintain point-of-use water treatment in qualified households, provide contract support to community-based organizations to support outreach and education, and provide

contract support to LPHAs to deliver **Lower Umatilla Basin Groundwater Management Area Services**. For each component of the workplan, all partners will work together to demonstrate accountability for the resources allocated for this work. As an example, OHA will require laboratory reports showing high levels of nitrates as proven need for water treatment service and supplies.

Workplan activities include:

- Conduct outreach and education. OHA, LPHA and partner CBO staff will work together to adapt existing and develop new culturally and linguistically accessible communication materials focused on households with lower income, including people of color and disproportionately at-risk communities; conduct outreach and education campaigns with partners and community members.
- Conduct well water screening events, support sample collection and result interpretation. OHA received resources to sample domestic well water quality to inform the well user about existing water quality issues and assist water treatment professionals in providing effective water treatment. OHA, LPHA and partner CBO staff will partner in the following and related actions to ensure successful uptake of domestic well testing resources.
  - Hold community screening events for well owners/users to bring samples of water for onsite evaluation to indicate whether follow up testing is needed.
  - When and where necessary (for example, when transportation of samples to laboratories is a burden), coordinate community-wide follow up sample collection events.
  - Provide educational support to interpret test results and provide guidance to well users.
- Support water treatment and maintenance activities. OHA will contract with one or more local water treatment companies to install certified point-of-use treatment systems and to provide two rounds of replacement filters in households found to have nitrate levels exceeding 10 mg/L. OHA, LPHA and partner CBO staff will work together to direct well users with elevated nitrate concentrations to drinking water treatment resources provided by OHA.
- Exploration of long-term solutions. OHA, LPHA and CBO partner staff may work together with other state and local agency partners and community members to identify opportunities and funding sources to implement potential long-term solutions, including drilling a new well to a safer source or connecting to existing/forming new community water systems with regulated water treatment.
- Support OHA analysis of demographic and environmental data. LPHA will coordinate with and provide available data to OHA in its preparation of a demographic analysis of affected communities and health assessment of nitrate risks.

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

## 2. **Definitions Specific to Lower Umatilla Basin Groundwater Management Area Services.**

- a. **LUBGWMA:** The Lower Umatilla Basin Groundwater Management Area boundaries are defined in the north as the Columbia River, in the south as the 2N/3N Township boundary, in the east as the 29E/30E Range boundary and in the west as the 22E/23E Range boundary (also the Morrow / Gilliam County line). For more information see <https://lubgwma.org/>.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
<b>Conduct outreach and education</b>			*	X			X	X			X	
<b>Conduct well water screening events, support sample collection and result interpretation</b>			*	X	X		X	X			X	
<b>Support water treatment and maintenance activities</b>			*	X	X		X	X		X		

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:** Not applicable.

**The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:** Not applicable.

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

LPHA must:

a. Submit local program budget to OHA for approval.

- b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- c. Direct staff to participate in meetings with OHA, LPHA and partner CBO staff to plan activities and discuss ongoing progress.
- d. Conduct outreach and education.
  - (1) Direct staff to work together with OHA and partner CBO staff to adapt existing and develop new culturally and linguistically accessible communication materials focused on households with lower income, including populations historically experiencing health inequities.
  - (2) Direct staff to work together with OHA and partner CBO staff conduct outreach and education campaigns with partners and community members.
- e. Conduct well water screening events, support sample collection and result interpretation. Direct staff to partner in the following and related actions to ensure successful uptake of domestic well testing resources.
  - (1) Hold community screening events for well owners/users to bring samples of water for onsite evaluation to indicate whether follow up testing is needed.
  - (2) When and where necessary (for example, when transportation of samples to laboratories is a burden), coordinate community-wide follow up sample collection events.
  - (3) Provide educational support to interpret test results and provide guidance to well users.
- f. Support water treatment and maintenance activities. Direct staff to work together with OHA and partner CBO staff to refer well users with elevated nitrate concentrations to drinking water treatment resources provided by OHA.
- g. Support exploration of long-term solutions. Staff may work together with state and other local agency partners to identify opportunities and funding sources to implement potential long-term solutions, including drilling a new well to a safer source or connecting to existing/forming new community water systems with regulated water treatment.
- h. Support OHA analysis of demographic and environmental data. Direct staff to coordinate with and provide available data to OHA in its preparation of a demographic analysis of impacted communities and health assessment of nitrate risks.

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

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

6. **Reporting Requirements.**

- a. LPHA must support and contribute in an ongoing basis to progress and accountability reporting as requested by and or developed for policy makers or affected communities.

- b. Share any LPHA-produced materials developed and data collected specific to the LUBGWMA domestic well water to OHA. Examples of materials and data may include, but are not limited to:
  - (1) Web content,
  - (2) Formal written reports or memos,
  - (3) Letters to decision-making bodies,
  - (4) Fact sheets,
  - (5) Presentations,
  - (6) Maps depicting well data,
  - (7) Laboratory reports of well test results, and
  - (8) Lists of households having received treatment systems.

7. **Performance Measures.**

- a. LPHA must operate the **Lower Umatilla Basin Groundwater Management Area Services** in a manner designed to make progress toward achieving the following Public Health Accountability Metric, Local Public Health Process Measure: Not applicable.

**Attachment 1**  
**Local Program Budget**

# State of Oregon Workplan: Protecting Public Health from Nitrate Exposure in the Lower Umatilla Basin Ground Water Management Area

## Background

In accordance with Oregon's Groundwater Quality Protection Act of 1989, the Oregon Department of Environmental Quality (DEQ) and the Oregon Department of Agriculture (ODA) declared the Lower Umatilla Basin a Groundwater Management Area (LUBGWMA) in 1990 because regional nitrate-nitrogen concentrations exceeded 7 milligrams per liter (mg/L). This area encompasses Hermiston, Boardman, Irrigon, Stanfield, Echo and surrounding areas in Morrow and Umatilla counties. An interagency group formed after the GWMA declaration conducted a four-year hydrogeological investigation to determine the extent and potential sources of contamination. The identified sources of excess nitrate in groundwater included fertilizers, septic systems, wastewater treatment effluent, animal wastes, industrial wastes, and food processing waste waters (source: LUBGWMA, <https://lubgwma.org/>).

Exposure to high nitrate and nitrite concentrations in drinking water can cause methemoglobinemia (decreased ability of the blood to carry oxygen to tissues), which is a serious health concern for infants and pregnant or nursing women. Related symptoms include decreases in blood pressure, increased heart rate, headaches, abdominal cramps, vomiting and in some cases death.

At the national level, research has found "relatively high nitrate concentrations...in some privately owned wells with shallow depths and permeable soils. Drinking of water from such sources, combined with nitrate intake from the diet, may result in overexposure to nitrate in some individuals."<sup>1</sup> The Oregon Health Authority (OHA) estimates there are approximately 4,500 domestic wells in the LUBGWMA, serving an estimated 12,000 household members.<sup>2</sup> The demographics of the area tend to be, compared to the state, more ethnically diverse (Hispanic: Umatilla 28%, Morrow 38%, Oregon 13%), higher representation of American Indian/Alaska Native populations (Umatilla 4.3%, Morrow 2.5%, Oregon 1.8%) and with a higher poverty rate (persons in poverty: Umatilla 13.9%, Morrow 12.7%, Oregon 11.4%) (source: US Census Bureau, <https://www.census.gov/quickfacts/fact/table/morrowcountyoregon,umatillacountyoregon,OR/PST045219>).

Oregon's groundwater quality protection program consists of several programs spread among different state agencies. Four state agencies, OHA, DEQ, ODA and the Oregon Water Resources Department (WRD) implement the majority of federal and state programs relating to groundwater. OHA is the primacy agency administering and enforcing drinking water quality standards for public water systems

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<sup>1</sup> Agency for Toxic Substances and Disease Registry. 2017. Toxicological Profile for Nitrate and Nitrite. Accessed 12/07/2021 at <https://www.atsdr.cdc.gov/toxprofiles/tp204.pdf>.

<sup>2</sup> OHA developed this estimate by overlaying the DEQ LUBGWMA boundary on Oregon WRD-provided domestic well locations and estimating household size as 2.7 members which is a rounded from Umatilla and Morrow County rates.

(PWS) under the Safe Drinking Water Act (SDWA) and Oregon law. PWSs are required to monitor, report results and, where necessary, treat water to ensure nitrates in drinking water do not exceed Maximum Contaminant Levels (MCLs). Several PWSs in the area have been impacted by nitrate contamination in the past and have had to either install treatment or drill deeper wells. Currently, all but one PWS in the LUB GWMA are meeting MCL requirements for nitrates.<sup>3</sup> DEQ is responsible for implementing a range of programs that may directly or indirectly affect groundwater quality (including wastewater permitting, onsite septic management, underground injection control, water reuse, biosolids management, hazardous waste, cleanup and tanks programs), and also is responsible for overseeing the implementation of the state's Groundwater Quality Protection Act and rules. DEQ's laboratory provides monitoring support to many program areas relating to groundwater, including groundwater monitoring for the Groundwater Management Areas.

Nitrate challenges in the Lower Umatilla Basin come from a variety of sources and have included contributions from industrial land application and confined animal feeding operations. The LUBGWMA was established, as required by Oregon statute, to allow for the identification and implementation of practices that will reduce nitrate loading and reduce groundwater nitrate concentrations below 7 mg/L. To accomplish such tasks, the LUBGWMA Committee was formed and is composed of local area residents and governments representing a broad range of interests within the local area and basin. Under statute, several additional agencies are required to be involved, including Morrow & Umatilla County and city planning agencies, DEQ, OHA, WRD, ODA, and Oregon State University's (OSU) extension agricultural research center. Umatilla and Morrow County Soil and Water Conservation Districts (SWCDs) are also involved. Morrow SWCD is designated the lead agency for developing and implementing the Second Local Action Plan.

Sampling efforts in the LUBGWMA have included initial reconnaissance sampling, regular sampling, synoptic events, and real estate transaction data that have included public water supply systems, domestic drinking water wells, monitoring wells from cleanup sites and permitted facilities, industrial, and irrigation wells. These data show varied nitrate levels from non-detect to elevated concentrations above the MCL of 10 mg/L. While these data are not exhaustive, they can provide insight into areas of concern that are the focus of the actions described by OHA and additional actions described by DEQ and ODA.

Based on historical sampling efforts of private drinking water wells in the area primarily for nitrate and due to limited regulatory authority over private drinking water wells in Oregon, local and state agencies have recommended installation of resin or reverse osmosis based systems to remove the contaminants from households. Some limited households have installed these systems, but complete data are not available. At least 2 of the 30 wells DEQ monitors have these systems.

In addition, concurrent with work on nitrates in the LUBGWMA, state agencies and EPA worked on perchlorate concerns in the area in early to mid 2000's which led to some analyses and evaluations addressing both contaminants, including DEQ and EPA's CERCLA programs conducting a Preliminary Assessment/Site Investigation of the area for perchlorate. As part of that work, EPA, DEQ and others

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<sup>3</sup> The one exception is the Hat Rock State Park, where the treatment system recently failed. The Park is currently closed for the season and the ranger is provided with bottled water until the treatment system can be corrected.

conducted a study to test the effectiveness of the reverse osmosis treatment systems for removing both nitrate and other contaminants such as perchlorate.

The Local Advisory Committee convened as part of the Groundwater Management Area designation and process has developed two action plans to identify voluntary practices that will reduce nitrate loading and reduce groundwater nitrate concentrations. The First Action Plan was developed in December 1997. The Second Action Plan, finalized in October 2020, identifies and relies upon voluntary actions that will reduce groundwater nitrate concentrations while sustaining this reduction so that public and private drinking water remains safe to drink.

The sections below describe work that OHA will do supported by additional actions on the part of DEQ and ODA to carry out public health interventions to reduce human exposures to nitrates in domestic well water in LUBGWMA.

## **I. OHA Workplan Components**

Oregon's goal is to eliminate LUBGWMA domestic well water consumer exposure to high nitrates, which under the federal Safe Drinking Water Act is defined as a level above 10 mg/l. While efforts are underway to reduce the introduction of nitrates into the groundwater, additional efforts are needed to protect public health from exposure to elevated nitrates in domestic well tap water. This can be accomplished through enhanced outreach and education, increased domestic well sampling and, where necessary, point of use or whole house domestic water treatment or substitution with bottled/trucked water. OHA has identified four elements of a workplan to accomplish this goal. The "Implementation Resources and Needs" section discusses opportunities and constraints to implement these workplan elements based on anticipated staff and financial resources.

- A. Outreach and education. Conduct an outreach and education program with development of culturally and linguistically accessible materials targeting low-income households, including people of color and vulnerable communities. This would include local outreach and education support from (and resources to) local public health authorities, community-based organizations (CBOs), non-governmental organizations (NGOs) and possibly the Yellowhawk federal tribal health center on the Confederated Tribes of the Umatilla Indians reservation. Once the program coordinator position is filled (projected for spring 2022), a two-phase outreach and communications plan can be developed to first (Phase 1) harness currently available materials and partnerships. This first phase could begin in summer 2022. Given grants resources detailed below, Phase 2 development of new outreach materials by partners in conjunction with community members could commence by winter 2023. This recognizes that new legislatively approved resources would not be available until late summer 2023 and time would be needed to develop and execute mini grants. These materials would be ready to incorporate in outreach events and activities by fall 2024.
- B. Hazard assessment. Conduct a detailed hazard assessment of available nitrate data for LUBGWMA wells and demographic analysis of affected communities. Once the new environmental epidemiologist position is filled (projected for spring 2022), this project would assume primary importance and could be performed using currently available data, to be

completed by the end of calendar year 2022. Collection and incorporation of new data into the hazard assessment would come later.

- C. Domestic well water screening, testing and interpretation. Hold community screening events for well owners to bring sample jars of water for onsite evaluation to indicate whether follow up testing is needed. OHA will provide testing vouchers or fund access to well water testing for nitrates, ideally as part of an expanded scope that includes lead, bacteria and arsenic. OHA will also provide educational support to interpret test results and provide guidance to well users. OHA will facilitate and coordinate resources to local and tribal public health authorities and local CBOs and NGOs to partner in these actions to ensure successful uptake of domestic well testing resources. Commencement and activities for this component could commence in fall of 2023, however, are dependent upon availability on outreach and education resources in component (A) and on additional resources needed to conduct community screening, and partnerships with outreach partners and contracts with environmental laboratories. OHA will request these resources for this component as part as a policy option package to the Oregon Legislature in spring 2023. Availability of federal grants or funding could supplement these resources and activities could commence sooner dependent on completion of the health hazards component in (B).
- D. For well users with test results indicating high levels of contaminants, offer relief in the form of bottled/trucked potable water, installation and maintenance of water treatment systems or connection to nearby community water systems. Given availability of water testing results as well as contract resources detailed below, these activities could commence in fall or winter 2023.

## II. OHA Implementation Resources and Needs

There are currently very limited OHA resources allocated to addressing domestic well concerns in Oregon. Additional staff, pass-through funding to partners and contractual support for environmental laboratories and water treatment professionals are needed to successfully fulfill this workplan. Needed resource considerations, and the status of each, include:

- A. Staffing:
  - a. Domestic Well Safety Program Coordinator- A program coordinator (Program Analyst 2) would lead implementation of the workplan, including guiding outreach development and delivery, develop and track grants and contracts, coordinate and or conduct data entry, and meet program administrative requirements. OHA lost federal Centers for Disease Control funding for this position in August 2020. The OHA's Public Health Division, Environmental Public Health Section (EPH) recently received approval to use short term (through June 2023) state funding to recruit and fill the position on a limited duration basis. Based on available funds coordination, Phase 1 outreach and education activities (component (I)(A Phase 1) will occur through June 2023. OHA plans to request a permanent, state-funded position from the 2023 Oregon Legislature.
  - b. Environmental Epidemiologist- OHA has new permanent funding from the 2021 legislative session and is currently actively recruiting for an environmental

epidemiologist (Epidemiologist 2) to conduct the detailed hazard assessment and demographic analysis to support LUBGWMA work as indicated in component (I)(B).

- B. Grants and contracts: OHA would need to obtain funding to accomplish the following activities. Absent federal funding, OHA plans to request funding support for these activities with a legislative request in spring 2023:
- a. Provide mini grants for local and tribal public health authorities and local community based and nonprofit organizations to develop and deliver culturally and linguistically accessible outreach and education materials (workplan component (I)(A Phase 2)), hold outreach events (including rapid colorimetric nitrate tests) and support local domestic well users in navigating the process of testing and treating domestic well water (workplan component (I)(C)).
  - b. Contract with accredited environmental laboratories to provide domestic well testing free of charge to consumers (workplan component (I)(C)).
  - c. Contracts for alternative sources of water for consumers in the form of bottled/trucked potable water, and installation and ongoing maintenance of water treatment systems (workplan component (I)(D)). Coordination of state and local agency resources would also be conducted to provide alternative sources of drinking water. Relief in the form of connection to nearby community water systems would require negotiation of terms with those systems.
- C. Other services and supplies: Resources are needed to operate and maintain staff travel expenses, telecommunications, databases and applications.

OHA plans to submit a Domestic Well Safety Program funding request (Policy Option Package, or POP) to the 2023 Oregon Legislative Session. That POP would include request for position authority and funding for a permanent Program Analyst, funding for grants to local partners and contracts for services and supplies described above. In addition, OHA will seek to identify federal grants that might fund additional program activities.

### III. DEQ Workplan Components

- A. Ongoing Activities: DEQ continues to help facilitate the LUBGWMA local advisory committee as the lead state agency on implementation of the Second Action Plan. In this plan, the committee describes plans to develop nutrient and irrigation best management practices and guidelines. The committee also plans to pursue a United States Geological Survey (USGS) led effort to study, characterize, and develop a comprehensive groundwater and hydrology transport model for the Lower Umatilla Basin. Additional activities that DEQ is currently involved in include:
- a. Permitting of sources with the potential to discharge nutrients that could affect groundwater:
    - i. DEQ's regulatory waste discharge permits are designed to reduce nitrate loading to the groundwater from various potential sources, including food processing industrial wastewater discharges and large-scale septic systems, and

will continue to do so. DEQ is reviewing permits as they are renewed to evaluate conditions and land application practices to ensure requirements reflect land application at agronomic rates with focus on areas where we believe there are higher levels of nitrates in groundwater and where domestic wells are present.

- ii. DEQ provides oversight of solid waste permits which includes split sampling at regional landfills and other potential sources for groundwater impacts.
  
- b. DEQ provides on-going groundwater monitoring activities which includes sampling, analysis, and reporting from a representative well network (~30 sites per event).
- c. DEQ and EPA are providing direct oversight of the Umatilla Depot Superfund restoration activities including operating a groundwater pump and treat system to reduce nitrate sources.
- d. DEQ's groundwater, state revolving fund (SRF) and aquifer storage and recovery/aquifer recharge (ASR/AR) programs continue to work with regional stakeholders on water supply infrastructure projects, many of which include utilization of Columbia River water during the winter in an effort to dilute nitrate concentrations within groundwater.
- e. DEQ facilitates the use of financial incentives to encourage the use of technologies that reduce nitrate contributions from septic systems to groundwater, including promoting Clean Water Loans and the new onsite septic financial aid program offered through DEQ to make repairs more affordable as described in the Second Action Plan and in the following section.

**B. Additional/Pending Activities:**

- a. DEQ will evaluate available data (recent and historic) to provide consultation and support to OHA as they develop targeted outreach and testing efforts described under Items II. A-C of this workplan. Specifically, DEQ will use available data and mapping to make recommendations on where to focus outreach and sampling efforts within the LUBGWMA to address areas of greatest risk for potential private drinking water contamination.
- b. DEQ is providing onsite septic system resources to assist with repair and replacement of onsite septic programs with an emphasis on low/moderate income households. Two types of resources will be available in 2022:
  - i. Onsite septic system loan program (administered via Craft3, a non-profit Community Development Financial Institution)
  - ii. An additional financial aid program will be developed and funded through a \$15M ARPA appropriation, that may provide grants, in addition to loans, for low/medium income households to address repair or replacement of failing onsite septic systems.

- c. Pursue funding and legislative concepts in 2023 that would support enhanced DEQ capacity for groundwater monitoring to support efforts to characterize water quality conditions and changes over time, and staffing to support groundwater assessment, SRF projects, water quality permitting, and agronomy work.

#### **IV. ODA Workplan Components**

##### **A. Ongoing Activities, Confined Animal Feeding Operations Permit Program:**

ODA and DEQ operate the Confined Animal Feeding Operations (CAFO) Permit Program, including groundwater protections through CAFO National Pollutant Discharge Elimination System (NPDES) and Water Pollution Control Facility (WPCF) water quality permit programs through a MOU (7-2021) that describes each agency's roles and responsibilities. ODA currently lists 13 permitted CAFOs in the LUBGWMA. All 13 are registered to an NPDES CAFO Permit with five facilities on Individual CAFO NPDES Permits and eight facilities registered to the No. 1-2016 CAFO General NPDES Permit. All the Individual Permit holders are large CAFOs. For the General Permit registrants, one is small, one is medium and six are large CAFOs.

- a. The existing CAFO permitting program provides robust, comprehensive oversight of the CAFOs requiring permit coverage in the LUBGWMA. ODA and DEQ jointly issue CAFO Individual and General Permits that prohibit any nutrient discharge to surface or ground waters of the state and contain a numeric effluent limit of zero (0) mg/l of nitrate (subject to lab quantitation limits).
- b. The permits also require an ODA-approved Nutrient Management Plan that details how all nutrient applications from all sources will conform with ODA-approved agronomic rate calculations and permit conditions.
- c. The large, individually permitted CAFOs all have groundwater monitoring wells required by their permits. All permits require extensive permittee inspections, sampling and record keeping documenting compliance. ODA conducts routine inspections at a minimum of one every 10 months and more frequently on the larger, individual permitted facilities.

##### **A. Additional/Pending Activities:**

- a. ODA will continue to work with DEQ to make changes to CAFO permits as they are reviewed, or as new applications are received for the LUBGWMA. Current permit changes being implemented in the LUBGWMA are as follows:
  - i. Require surveillance nitrate sampling for all drinking water wells located on the respective CAFOs.
  - ii. Require any new Large Tier I or II CAFO or existing CAFO implementing changes that would create a new Large, Tier II CAFO to undergo a two-step permitting process. In step one, upon receipt of a complete application and design package and completion of the public notice and participation process, the agencies would grant approval to construct the new or expanded CAFO facilities. As part of the

public participation process ODA has increased its outreach by engaging the Environmental Justice Task Force as well as reaching out directly to the nine federally recognized Tribes of Oregon. In step two, once the new or expanded facilities are constructed, they must be inspected for operability and approved prior to occupation and operation.

- iii. Require any new or substantially modified earthen manure and process wastewater storage facility to have a double layer synthetic liner with a leak detection system.
- b. There are a group of other livestock and irrigated agriculture operations located in the LUBGWMA that are defined as non-point sources and are regulated by ODA's Agricultural Water Quality Program (AGWQ). The AGWQ program has supported grant applications for Soil and Water Conservation Districts to work with landowners on best management practices dealing with water quality issues including water conservation and manure and nutrient management. The AGWQ program also responds to complaints and ensures compliance through inspections of operations with potential risk to surface and groundwater. The normal pre-inspection process involves an assessment of risk to both surface and groundwater resources.
- c. Under HB 5006 (2021) Statewide Adjustments and Budget Reconciliation Adjustments, Section 91 added General Fund for the agriculture water quality management program including in part \$500,000 one-time funding to continue work related to the State's GWMA's. Of this, \$250,000 is to contract with a facilitator to coordinate a task force around the LUBGWMA with state agencies and local partners. The other \$250,000 will be used to complement existing research ODA is doing related to fertilizers and nitrate levels that are impacting groundwater.

## **V. Conclusion**

Based on these current and planned activities, OHA along with DEQ and ODA have developed a workplan to better protect public health from excessive nitrate levels in drinking water in the LUBGWMA. Oregon's state agencies are committed to better identifying the communities exposed to nitrates in drinking water, communicating the risks of exposure to affected private well owners and users, providing access to private well testing and reducing the risk of exposure to those well users.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
5b

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: November 21, 2022

Department: Planning

Requested Agenda Date: November 23, 2022

Short Title of Agenda Item: Announce Request to Intent contract for Water Coordinator Services
(No acronyms please)

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other Intent to Contract

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott November 21, 2022 Department Director

Required for all BOC meetings

Jim Doherty Liaison Commissioner

Required for all BOC meetings

Justin Nelson County Counsel

\*Required for all legal documents

Kevin Ince Finance Office

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

Human Resources

\*If appropriate

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

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

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

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

County issued a Request for Proposals to provide professional services for water coordination. A committee convened to review the applications and scheduled an interview of the qualifying applicant. Planning Director will share committee recommendation at the Board meeting on Wednesday, November 23, 2022.

**2. FISCAL IMPACT:**

Approximately \$140,000 for two year contract period (\$70,000/annually).

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

Authorize Planning Director to announce award and proceed with contract.

Attach additional background documentation as needed.



# Morrow County Water Coordinator

Proposal Interview ▪ Nov. 21, 2022

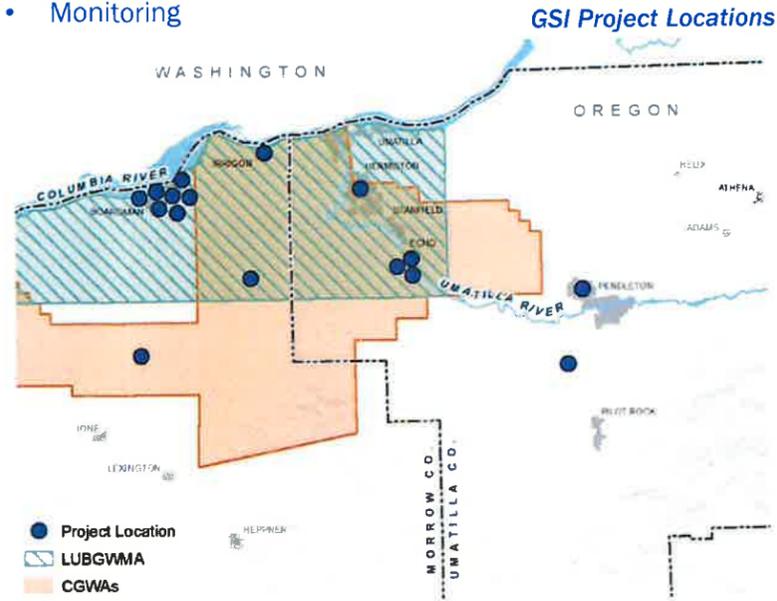


**Morrow County Goals**  
Objectives for Water Coordinator  
Establish County leadership and functions to help address the regional water issues and achieve the County's overall water goals.



## GSI brings an in-depth understanding of water issues in the region...

- 20 years working on projects
- Diverse range of clients/stakeholders
- Water quantity/supply
- Water quality/treatment
- Permitting
- Monitoring



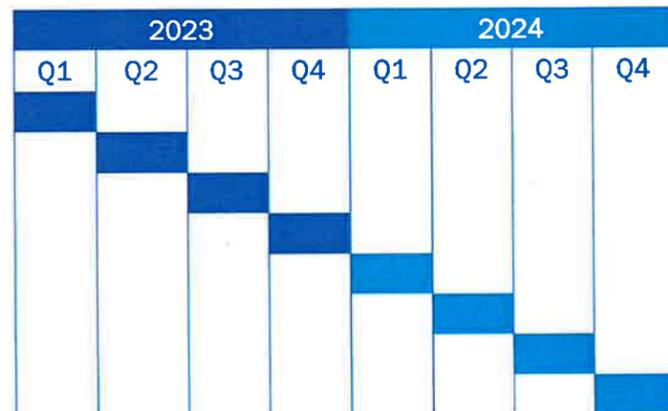
## ...and objective, cost-effective, high value support.

- Right mix of staff levels
- Extension of County staff
- Historical perspectives
- Deep bench of experts/staff



## GSI's approach meets your near-term objectives and establishes a long-term program:

- Recognize near-term vs. long-term opportunities
- Near-term: develop and implement specific actions under the contract
- Mid-term: support coordination of established or ongoing activities under the contract
- Long-term: support developing framework/implementation plan under the contract
- Leverage ongoing programs and partnerships
  - LUBGWMA Committee and Action Plan
  - NOWA
  - DEQ Regional Solutions
- Focus on County implementation
  - Water Coordinator "office" within County (lead vs. support)
  - Programmatic vs. response actions



1. Project Startup
2. "State of Water" Briefing Papers
3. Commissioner and Stakeholder Work Sessions
4. Preliminary Strategy and Policy Concepts
5. Strategy and Policy Vetting
6. Finalize Strategy and Policy Concepts
7. Adoption and Initial Implementation Support
8. Transition Water Coordinator Functions

## Timing of strategy implementation:

	Near-term	Mid-term	Long-term
Establish County's water coordinator function/resources	•		
Communications and education	•	•	
Emergency drinking water (support)		•	
Prioritization of LUBGWMA actions (including focus areas)	•	•	
Funding program/coordination	•	•	
Monitoring		•	•
Policies (e.g., water reuse, new large industries)		•	•
Best management practices (nitrate management)		•	•
Remediation/Recharge		•	•

# **REQUEST FOR PROPSALS**

***Morrow County***

***Issued September 20, 2022***

**Submittals due by 5:00 PM on October 7, 2022**

**Morrow County Planning Department  
215 NE Main Street  
Irrigon, OR 97844  
541-922-4624**

## **Staff**

**Melissa Lindsay, Commissioner  
Tamra Mabbott, Planning Director**

## **Introduction**

Morrow County has a variety of water quality and quantity challenges and opportunities. Similar to other counties in the western United States Morrow County seeks to position itself to advocate for policies and programs that foster a sustainable supply of water for county residents and industries including agriculture, industrial plants, municipalities and drinking water for households. More specific objectives are included under the RFP Scope of Work.

## **Background**

Northern Morrow County lies within the Lower Umatilla Basin Watershed which also includes western Umatilla County. The Lower Umatilla Basin has significant water quality and quantity challenges and opportunities. Agriculture has historically been the largest industry, and shares that status today along with other

large area designated as a Groundwater Management Area In 2019, the county and cities completed a Buildable Lands and Housing Needs Analysis.

<https://www.co.morrow.or.us/planning/page/2019-morrow-county-housing-strategies-report>

Three cities included in this RFP are now ready to complete a similar study for employment lands and economic development.

## **Geography & Demographics**

Morrow County is located in the north central part of the State of Oregon, east of the Cascade Mountains. The county is bounded by the Columbia River on the north, Umatilla County on the east, Grant County on the south and Gilliam County on the west. The county contains 2049 square miles. The Morrow County government consists of three county commissioners, district attorney, assessor/tax collector, clerk, sheriff, surveyor, justice of the peace, and treasurer. The population of Morrow County is approximately 12,186. The principal industries in the county include, agriculture, food processing, utilities, livestock, recreation and data centers.

Morrow County has a new data dashboard. Please contact Stephen Wreccsics, GIS and Planning Technician for more information. [swreccsics@co.morrow.or.us](mailto:swreccsics@co.morrow.or.us)

## **Project Scope of Work**

### **Task 1: Kick off meetings, Project Work Plan and Inclusive Outreach Plan**

The consultant, with guidance from the Technical Advisory Committee will develop an inclusive outreach and engagement plan that supports participation of priority populations on the technical advisory committee.

**Task 1a.** Coordinate and schedule one remote kick-off meeting. The purpose of the meeting is to

ensure agreement among the three Cities and County regarding their roles and responsibilities, a shared understanding of available data, and the Project schedule. This meeting should also be used to confirm the number and make-up of the advisory committee members. The information gathered via the kick-off meetings will inform the creation of a Project Work Plan.

**Task 1b.** The Project Work Plan shall include a Project schedule, roles and responsibilities, data availability, and a schedule for presenting information and facilitating TAC meetings.

#### Task 1 Consultant Deliverables

- Conduct one (1) TAC kick-off meeting via Zoom or comparable remote method.
- Create one draft and one final (1) Project Work Plan that addresses all roles and responsibilities, tasks, timelines, and Deliverables for all Participating Cities and County.
- Coordinate with DLCD equity and inclusion consultant to refine work plan and outreach plan.
- **DLCD Equity Consultant Deliverables:** Identification of impacted priority populations in project plan area, outreach and engagement plan for priority populations, an evaluation framework for inclusive participation.

#### Task 1 County Deliverables

- Schedule and convene kick-off meeting.
- Review and comment on draft Project Work Plan.
- Provide background information and any GIS zoning and comprehensive plan map layers available and necessary for the project.
- Coordinate with DLCD equity and inclusion consultant to refine work plan and outreach plan.

#### Task 1 City Deliverables

- Participate in kick off meeting.
- Provide background information and any GIS zoning and comprehensive plan map layers. (County will assist with maps.)
- Review and comment on draft Project Work Plan.
- Coordinate with DLCD equity and inclusion consultant to refine work plan and outreach plan.

**Task 1 timeline:** August 1 - October 15, 2022

#### Task 2. Summarize National, State, Regional, County and Local Trends; Identify Required Site Types

Identify the major categories of industrial or other employment uses that could reasonably be expected to locate or expand in the planning area based on information about national, state, regional, county or local trends. This review of trends is the principal basis for estimating future industrial and other employment uses. A use or category of use could reasonably be expected to expand or locate in the planning area if the area possesses the appropriate locational factors for the use or category of use. The Consultant is strongly encouraged to analyze trends and establish employment projections in a geographic area larger than the planning area to determine the percentage of employment growth reasonably expected to be captured for the planning area based on the assessment of community economic development potential. As a reference, the Consultant

shall refer to the most recent Port of Morrow Strategic Plan, the Comprehensive Economic Development Strategy (CEDS) of the regional Economic Development District, Greater Eastern Oregon Development Corporation (GEODC), Strategy and Plan for the Willow Creek Valley Economic Development (WCVED) and the Lone- Community Agribusiness Association (ICABO).

Identify the number of sites by type reasonably expected to be needed to accommodate the expected employment growth based on the site characteristics typical of expected uses. The Contractor shall examine existing firms in the planning area to identify the types of sites that may be needed for expansion. Industrial or other employment uses with compatible site characteristics may be grouped together into common site categories. The Contractor shall present a draft summary of trends and site types to the technical advisory committee. The Consultant must include, in the draft Economic Opportunities Analyses required by Task 5, the updates and revisions to the summaries of trends (Trend reports) and inventories of site types.

#### Task 2 Consultant Deliverables

- Create three (3) Trend reports/documents: one (1) for each city. The Trend reports must include trend summaries and needed site types for each city. (An alternative may be considered, to create a single trend report for the Willow Creek Valley.)
- Coordinate TAC review of draft and final trend reports.

#### Task 2 County Deliverables

- Review and comment on trend reports.
- Schedule advisory committee meetings and prepare and distribute meeting notice
- Participate in advisory committee meetings.

#### Task 2 City Deliverables

- Review and comment on trend report.
- Review and comment on meeting summary.

**Task 2 timeline:** September 15 to December 31, 2022

#### Task 3: Develop an Inventory of Industrial and Other Employment Lands

Develop inventories of vacant and developed lands within the planning area designated for industrial or other employment use in accordance with OAR 660-009-0015(3). Present the inventories to the advisory committees for confirmation. The Contractor must include, in the draft Economic Opportunities Analysis required by Task 5, updates and revisions to the inventories of vacant and developed lands.

#### Task 3 Consultant Deliverables

- Create a draft and final inventory of vacant and developed lands for each city. The inventories must include maps and narrative descriptions summarizing the inventory of industrial and other employment lands for each of the 3 cities.
- Coordinate TAC review of a draft and final vacant and developed land inventory. Provide meeting summaries or summaries of comments as applicable and incorporate in the final inventory.

#### Task 3 County Deliverables

- Review and comment on draft and final inventory and associated reports.
- Participate in advisory committee meetings.
- Schedule TAC meeting(s) as needed.

#### Task 3 City Deliverables

- Review and comment on draft and final inventory and associated report.
- Provide local knowledge of industrial and other employment sites and any known limitations, including provision of services.

**Task 3 timeline:** January 1 - February 15, 2023

#### Task 4: Identify Community Economic Development Potential; Conduct Public Meetings

Based on Tasks 1-3 above, prepare an Assessment of Community Economic Development Potential as described in OAR 660-009-0015(4). Present this assessment along with a summary of trends (Task 2) and inventory information (Task 3) to the community at a public meeting(s) and other outreach events or activities identified by DLCD equity and inclusion consultation.

The meetings and outreach events will be the platform for developing a list of three priorities for each community.

Public meetings and Outreach: The number of meeting(s) and the meeting logistics must be coordinated with the Participating Cities, County, Port of Morrow, WCVEDG, GEODC and other stakeholders. It may be possible to group cities within a county based on geography or other relevant characteristics. The maximum number of public meetings is three for the region.

#### Task 4 Consultant Deliverables

- Prepare one draft Assessment of Community Economic Development Potential for each city participating in this Project. The information should be organized in such a way that it clearly identifies the three (3) Assessments.
- Facilitate public meeting(s) as determined in coordination with the Participating Cities and Counties. The maximum number of public meetings is three (3).

#### Task 4 County Deliverables

- Review and comment on Assessments of Community Economic Development potential.
- Participate in public meetings as practical.

#### Task 4 City Deliverables

- Review and comment on Assessment of Community Economic Development potential.
- Schedule and participate in a public meeting.
- Prepare and distribute meeting notices for the public meeting.
- Create meeting agenda and sign in sheet.

**Task 4 timeline:** January – February 28, 2023

#### Task 5: Prepare Draft Economic Opportunities Analyses and Economic Strategies

Taking information from Tasks 2-4, prepare one (1) draft Economic Opportunities Analyses (EOA) in accordance with OAR 660-009-0015 for the Participating Cities. Prepare a list of draft strategies and

recommended next steps and include that list with the draft Economic Opportunities Analysis. Present draft materials to the TAC (established in Task 1) for review. Incorporate revisions from the advisory committees into the final Economic Opportunities Analyses.

Task 5 Consultant Deliverables

- Prepare one Draft Economic Opportunities Analyses and including economic strategies.
- Coordinate and review the draft EOA with the TAC and including TAC member comments and meeting summaries.

Task 5 County Deliverables

- Review and comment on the Draft EOAs and economic strategies.
- Schedule and participate in TAC meetings as needed.

Task 5 City Deliverables

- Review and comment on the Draft EOA.
- Review and comment on meeting summaries.

**Task 5 timeline:** February 15 – March 30, 2023

Task 6: Prepare Final Economic Opportunities Analyses and Economic Strategies

As a result of advisory committee meeting discussion and the review comments provided in Task 5, prepare a final, hearings-ready Economic Opportunities Analyses, for the participating cities in Morrow County.

In addition, prepare appropriately sized “economic strategies” for each city, with details and specific steps. These strategies must be incorporated into each city’s comprehensive plan as appropriate

Task 6 Consultant Deliverables

- Revised draft, Economic Opportunities Analyses. Any required revisions following DLCD’s, and the Participating Cities’ and Counties’ reviews, shall be included in the Final Economic Opportunities Analyses.
- Final, hearings-ready Economic Opportunities Analysis and recommended economic strategy updates associated with the comprehensive plan for each city.

Task 6 County Deliverables

- Review and comment on Revised Draft EOA and recommended economic strategy updates to the city’s comprehensive plans.
- Confirm receipt of final, hearings ready EOA and economic strategy updates for Morrow County cities.

Task 6 City Deliverables

- Review and comment on Revised Draft EOA and economic strategy updates.

**Task 6 timeline:** March 15– April 30, 2023

#### Task 7: Ordinance Amendment Adoption

Each city will conduct Planning Commission and City Council hearings to consider adoption of the EOA and economic strategies provided by consultant with co-adoption by the County where appropriate for areas outside city limits, inside urban growth boundaries. Notice of the hearings will be provided as required by City and County ordinance and state law. While the outcome of the hearings cannot be pre-determined, every reasonable effort to complete final adoption of the EOA will be made. The Economic Development Strategy and Priorities does not require a land use hearing (legislative code amendment) and may be adopted by Resolution by each city.

#### Task 7 Consultant Deliverables

None.

#### Task 7 City Deliverables

- Review Planning commission hearing notice.
- Hearing materials, including draft amendments, staff reports, and other background documents as needed.
- City council hearing notice.

#### Task 7 County Deliverables

- Co-adoption of the final EOA.
- Assist Cities if requested, in preparation of Notice of Proposed Amendment (“35-day notice”) as required by OAR 660-018-0021 for City public hearings.
- Draft Planning Commission hearing notice for cities, if requested.
- Assist cities with hearing materials, including draft amendments, staff reports, and other background documents as needed.
- Schedule for review by County Board of Commissioners.
- Notice of adoption by city and county as required by OAR 660-018-0021.

### **Proposal Contents**

Written proposals shall not exceed 30 pages (including attachments). At a minimum, the following information should be included and clearly labeled:

1. Transmittal letter – signed by an officer who may contractually bind the business, including a description of the firm. The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work, notwithstanding Morrow County’s unforeseen needs, will be at a not-to-exceed price.
2. Statement of understanding of the scope of work, as well as illustrating consultant’s familiarity with Morrow County. Discussion of a technical approach and management approach.

3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). This includes sub-consultants proposed for use.
4. Representative list of similar projects completed as lead consultant within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work, identifying milestones and deliverables.
6. Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be inclusive of all services, overhead, and direct expenses.

**RFP Questions, Contact Person, and Schedule**

Questions concerning this RFP will be responded to collectively and made available for all interested applicants via the Morrow County website. All email inquiries must be submitted no later than 5:00 PM on May 18, 2022 to the person listed below. Responses to questions will be posted on the Morrow County website no later than May 25, 2022. Interested applicants must view Morrow County RFP webpage at <https://www.co.morrow.or.us/rfps> so that they are notified of any addenda to the RFP, or for responses to questions received.

Contact Person

Tamra Mabbott  
 Planning Director  
 tmabbott@co.morrow.or.us

Schedule

The RFP schedule follows.

<b>Tasks</b>	<b>Deadline/Dates</b>
Release RFP	May 4, 2022
Vendor Questions Due	5:00 PM, May 18, 2022
MC Response to Vendor Questions	No later than May 25, 2022
Vendor Proposals Due	5:00 PM, June 8, 2022
Evaluation and Ranking of Proposals	June 13, 2022

Interviews (if necessary)	June -15(tentative)
Intent to Award	June 22, 2022
Protest Period Ends	June 29, 2022
Contract Start	August 1, 2022 or shortly thereafter

### **Proposal Evaluation**

A panel will be formed to evaluate the proposals and make a recommendation in consultation with the Planning Director. The recommendation will then go to the Morrow County Board of Commissioners for approval. The proposal will be based on the scoring criteria presented in Figure 2.

**Figure 2 – Proposal Scoring Criteria**

<b>Criteria</b>	<b>Scoring Weight %</b>
Thoroughness of proposal in addressing the work tasks above under Project Scope of Work.	35
Qualifications and similar experience of the consulting firm and project team.	20
Knowledge of Willow Creek Valley, County and Region.	15
Innovative ideas to meet RFP objective	15
DBE participation level	5
References	5
Fees	5

In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview.

### **Contract Amount and Award**

The anticipated start date is August 1, 2022, with a June 30, 2023 contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. This project has \$34,500 grant budgeted for this effort; however, consultants are advised to prepare proposals which fully address the above scope of work and overarching objectives. The project scope may be reduced or the budget increased depending on the consultant responses. Planning Director will schedule the proposed technical services agreement for consideration for the Morrow County Board of Commissioners. This agreement

is not in force until approved by the Morrow County Board of Commissioners and written authorization to proceed is provided to the selected consultant.

### **Standard Consulting Agreement**

Morrow County will utilize a standard services agreement.

### **Protest Procedure**

All protests, signed by the protesting party, must be delivered in writing by June 29, 2022 and be addressed to the Morrow County Planning Director. Include a description of the expected relief or corrective action in the protest. The protest should stipulate an issue of fact concerning the following points:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s);
- Errors in computing scores; and/or
- Non-compliance with procedures described in this RFP or Morrow County's established policies.

Morrow County will only consider protests based on the above points. Morrow County will reject protests without merit if they address issues such as an evaluator's professional judgement on the objective quality of a proposal. Morrow County will review and respond to protests within five (5) business days from receipt. Protests considered unresolved by the protesting party will be forwarded to the Morrow County Board of Commissioners either at the meeting at which the subject contract is under consideration, or at a meeting which takes place prior to that, if timely response from the protesting party is received by Morrow County.

### **Proposal Submittal**

Please submit consultant proposals to:

**Morrow County Planning Department**

Tamra Mabbott

Planning Director

[tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us)

**Mailing Address:**

P.O. Box 40

Irrigon, OR 97844

**Physical Address:**

215 NE Main

Irrigon, OR 97844

Submittals must be received at the Morrow County Planning Department office before 5:00 PM on June 8, 2022. No proposals will be accepted after that time. Postmarks are not acceptable. Consultants may forward the proposal by email, by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings and participating in an interview, if held, are at the sole expense of the proposer. Morrow County reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at Morrow County discretion. Solicitation of proposals in no way obligates Morrow County to contract with any firm or individual. The decision to approve and award a contract is at the discretion of Morrow County.

Public Records: At such time the Planning Director recommends a proposal to the Board of Commissioners and such recommendation appears on the Board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the proposal deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

RFP Addendum(a): Any changes to the RFP will be made by written addenda issued by Morrow County and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will Morrow County modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of Morrow County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to Morrow County. The contract for this service is contingent upon the

provision of these funds to Morrow County by the Oregon Department of Land Conservation & Development. In the event these funds are reduced or eliminated, Morrow County reserves the right to terminate or revise any contract.

Alternatives: Consultants may not alter objectives and deliverables of the RFP in the response to the RFP. If the consultant brings to Morrow County's attention, at least ten (10) days before the RFP deadline, an alternative end product than the RFP delineates, Morrow County reserves the right to cancel the RFP and re-bid the project.

DBE Requirement: Morrow County has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. Morrow County encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, Morrow County includes language within the contract which requires the consultant to certify their compliance with federal regulations.



## PLANNING DEPARTMENT

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PO Box 40 • Irrigon, Oregon 97844  
(541) 922-4624

### Request for Proposal ("RFP") Water Coordination and Consulting Services ADDENDUM No. 1

This Addendum No. 1 ("Addendum") modifies the RFP which Morrow County published in the East Oregonian, Daily Journal of Commerce, Heppner Gazette and Morrow County website on October 10, 2022. This Addendum modifies the RFP as described herein. All RFP terms not specifically mentioned or affected by this Addendum remain in full force. This Addendum is hereby added as a part of the RFP.

The RFP is modified as described below. New language is indicated by bold print and underline. Deleted language is indicated by strikethrough.

1. Question No. 1: Would the county consider it a conflict of interest for a proposer to be working directly with the Port of Morrow or similar agricultural entity or stakeholder?  
**The legal basis is not apparent and the county is not aware of any potential conflicts. However, county reserves the right to address potential conflicts in the contract.**
2. Question No. 2: What is the source of funding for this contract?  
**County General Fund.**
3. Question No. 3: What is the budget for this contract?  
**A budget amount has not been pre-determined.**

Proposers must acknowledge receipt of this Addendum in the space provided on the bottom of this page and return this page along with Proposal documents. Failure to do so may result in rejection of a Proposal.

The purpose of this Addendum is to answer questions, clarify information in the RFP, and make modifications to the RFP.

Any prospective Proposer who feels they have been adversely affected by these modifications must submit a written protest of this Addendum to the Single Point of Contact identified in RFP by **5:00 pm** (Pacific time) on **November 7, 2022** or protest will not be considered. Morrow County will not consider requests or protests of matters not added to or modified by this Addendum.

\*I hereby acknowledge having received this Addendum.

Authorized Signature: \_\_\_\_\_

Print name of signer: \_\_\_\_\_

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

Name of proposer:  
\_\_\_\_\_

(Please Print)

PROPOSAL

# Morrow County Water Coordinator

Presented to Morrow County

NOVEMBER 2022

*Submitted by:*

GSI Water Solutions, Inc.  
55 SW Yamhill St., Suite 300  
Portland, OR 97204  
[www.gsiws.com](http://www.gsiws.com)  
503.239.8799



## Section 1: Transmittal Letter

November 7, 2022

Tamra Mabbott, Planning Director  
Morrow County Planning Department  
P.O. Box 40  
Irrigon, OR 97844  
[tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us)



### Re: Request for Proposals (RFP) for Morrow County Water Coordinator

Dear Tamra:

GSI Water Solutions, Inc. (GSI), is pleased to present our proposal to contract as Morrow County Water Coordinator. GSI is an Oregon-based employee-owned company with deep roots in water management and planning for clients throughout the state. We have unmatched knowledge of the range of water issues in the county and region through our experience working with local water users and stakeholders on numerous projects. Our project manager and lead facilitator will have access to a diverse and deep team of professionals to give the County the expertise and flexibility to deliver a comprehensive and coordinated approach to addressing the region's water quantity and quality issues.

GSI brings the following benefits:

- **An in-depth understanding of water issues in the region.** For more than 20 years, GSI personnel have worked on water projects in Morrow County with a diverse range of clients—including cities, farmers, the Port of Morrow, industry, and private landowners. Our history of working in the area on water supply and water quality issues for a variety of stakeholders gives us firsthand knowledge of the competing interests and challenges the County faces in managing its water supply.
- **Objective, cost-effective, high-value support.** Our history of working in the region will enable us to quickly jumpstart the project and objectively facilitate multi-party coordination. Our core team has the right mix of staff levels to give the County maximum value for your budget and act as an extension of County staff. Our team has access to a deep bench of focused experts and additional support staff who can be called upon for specific technical tasks if desired.
- **Our approach provides the flexibility to achieve the County's near-term objectives while establishing a long-term water coordination program.** We propose to establish the "administrative infrastructure" for the County to manage water issues long term. This includes defining a possible in-house Water Coordinator role, building a communications and education process, advancing a County water strategy, and seeking funding opportunities to support implementation.

We appreciate the opportunity to submit this proposal and look forward to continuing our work with the Morrow County water community and the region. This proposal is valid for 90 days. All services performed under this contract, not including the County's unforeseen needs, will be provided at a not-to-exceed cost, as described in the cost proposal. Thank you for your consideration of our proposal.

Sincerely,  
GSI Water Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Ronan Igloria'.

Ronan Igloria, PE  
Principal Water Resources Consultant

A handwritten signature in black ink, appearing to read 'Jeff Barry'.

Jeff Barry, RG  
Principal Hydrogeologist

## Section 2: Statement of Understanding

### Morrow County Goals

Morrow County (County) and the Umatilla Basin are facing significant long-term water quantity and quality issues that are impacting water supplies. These impacts are creating barriers to meeting growing water demands, protecting the health of County residents, and supporting existing and future agricultural and industrial operations.

State agencies including the Oregon Water Resources Department (OWRD), Oregon Department of Environmental Quality (DEQ), and Oregon Department of Agriculture (ODA) have established programs aimed at addressing these decades-long water issues; the County shares responsibilities for implementing these programs. The County and local water providers, landowners, and other stakeholders have been working through regulatory requirements, as well as voluntary activities. Success of these efforts is critical to achieving long-term sustainable water resources for residents' health and economic viability. However, the problems remain despite these efforts and programs that have been in place for decades, and the County is concerned that some residents still lack awareness of these issues.

Because of this, the County's goal is to retain a Water Coordinator to help organize and guide the County's response with a focused and concerted effort. The Water Coordinator needs the experience and ability to collaborate, organize, and position the County for long-term success by helping to establish a vision and strategy for addressing the related but seemingly fragmented activities, responses, and plans. However, the Water Coordinator also needs the foresight and inclination to help the County potentially position and transition the role into an internal function for ongoing implementation, if needed.

Based on GSI's understanding, the County's objectives for the Water Coordinator include:

- Coordinating various ongoing programs and activities related to addressing water quantity and quality issues, including those required under the Critical Groundwater Area (CGWA) and Lower Umatilla Basin Groundwater Management Area (LUBGWMA) designations.
- Supporting the development of policies and programs for a sustainable water supply for the County. This includes having a representative and point of contact to engage and drive policy ideas and coordination with local stakeholders, planning groups (including Umatilla County), and state and federal representatives.
- Positioning the County to secure funding to support ongoing activities and implementation of water-related programs. This includes consideration of the potential to transition the Water Coordinator into an internal County position.

### History of Water Issues

Morrow County and the region have long faced daunting challenges with its water supply, leading to the state declaring regulatory CGWA and Groundwater Management Area (GWMA) designations to address declining groundwater levels and elevated nitrate concentrations, respectively. In general, water quality problems are in the shallow sand and gravel aquifer, while water quantity problems are mostly associated with the deeper basalt aquifers. Three of the critical groundwater areas are in deep basalt aquifers and one is in the shallow gravel aquifer.

DEQ declared the LUBGWMA in 1990 because of elevated nitrate concentrations. The LUBGWMA Committee, ODA, and DEQ have agreed to implement a voluntary approach for addressing the groundwater contamination, which complements the implementation of water quality permits for point sources. DEQ will ultimately decide if mandatory actions or regulatory changes are necessary to achieve the goal of groundwater protection. The 2020 LUBGWMA Action Plan provides a clear basis for consensus actions that the County can move forward to support and implement.

Water quantity issues have also been a long-standing problem for the region. OWRD designated four distinct CWGAs within and adjacent to the northern area of Morrow County. OWRD has restricted any new appropriations and placed water use restrictions and requirements, which include (1) development of water management plans to maintain a high standard of water use efficiency, (2) limiting use to a sustainable annual yield, (3) limiting the period of water use, and (4) requiring flow measurement and reporting. OWRD staff monitor these areas to ensure that the restrictions adequately protect the groundwater resource and existing users.

In response to the declining groundwater levels, various agricultural water users, cities, and quasi-governmental organizations have worked on creative water supply development concepts, including surface recharge of shallow aquifers, aquifer storage and recovery (ASR), and developing a Columbia River source. The Northeast Oregon Water Association (NOWA) is an example of an ongoing regional effort focused on water quantity issues. NOWA and the County can look for opportunities of mutual benefit to better engage stakeholders and state agencies, build trust, and create a coordinated platform for expanding or implementing water supply concepts in the region.

As recently as this summer (2022), County Commissioners decided to declare a state of emergency in response to the high levels of nitrate detected in domestic wells. Dropping groundwater levels are also affecting domestic wells, as drillers must go deeper to access water. A key basis for declaring the emergency was the opportunity to leverage additional state and federal resources to help deal with these issues. The Commissioners were also concerned that many residents on domestic wells were not aware of these issues. While many activities in the region are focused on large agriculture, industries, and municipal needs, impacts to domestic well can be overlooked, because users are often not at the table due to a lack of awareness. Engagement with these users is critical.

The key questions for the County are:

- What are individual parties doing now?
- How can the County improve implementation and effectiveness?
- What else can be done besides these actions (many of which are voluntary)? For example, many of the actions and responses are related to monitoring, but this is a long-term and reactive process. As water needs increase and supply constraints persist or worsen, County residents, agriculture, and industry have fewer options.

Despite several programs and on-going responses over decades, these issues have yet to be adequately addressed because of their complexity and scale. A Water Coordinator will provide the necessary engagement and coordination to help the County Commissioners and staff formulate policies and implement actions to address these issues.

## Section 3: Project Team

The GSI team has unmatched experience and knowledge of the technical issues and the regulatory framework driving the water challenges facing Morrow County and the diverse stakeholders in the region. GSI personnel have been working in Morrow County and the Umatilla Basin region for more than 20 years and have worked with all water user groups (i.e., municipal, agricultural, industrial, and private landowners) on both water quantity and quality issues. With this history and context, we understand that the Water Coordinator needs to bring expertise, objectivity, and a collaborative approach to help the County develop policies and strategies that will move the various existing activities and parties forward in a coordinated manner.

To accomplish this, we are proposing a two-member core team that includes a project manager and lead coordinator/facilitator. This core team brings highly relevant experience in water coordination functions and is structured to provide value-driven project management and delivery.

- **Ronan Igloria, PE, CWRE ▪ Project Manager:** Ronan has 25 years of experience in water resources planning and he has supported and managed numerous basin-scale water planning projects in Oregon and Washington. He recently completed an Integrated Water Resources Plan for Marion County and is currently working with Polk County on a regional water supply study. He was also involved in the Mid-Coast integrated water planning process under OWRD's place-based planning pilot program.
- **Holly Mondo ▪ Lead Coordinator/Facilitator:** Holly brings 4 years' experience as a coordinator and group facilitator. Holly recently worked with DEQ as a project coordinator for LUBGWMA and has maintained working relationships with stakeholders from this group. She is currently working with the Harney Community-Based Water Planning Collaborative in Harney County and will bring many of the methods and lessons learned from that effort to Morrow County.

Ronan will provide the overall project management and oversight of activities, while Holly will provide the day-to-day coordination and delivery. This combination of experience levels will provide cost-effective support and enable the County to maximize collaboration and provide effective engagement and education of issues to gain buy-in for the policies and strategies from stakeholders and the public. This is important for implementation and support to secure funding for future activities.

To meet the range of issues and provide the flexibility to meet the County's support needs, the GSI team includes an advisory panel of experts—Jeff Barry, RG, Bruce Brody-Heine, RG, CWRE, and Adam Sussman—all of whom are well-versed in the water issues facing the County and can provide as-needed guidance, institutional knowledge, and context drawn from their direct experience in the County and their relationships with key stakeholders. We have also included additional technical delivery personnel, who will provide focused expertise to support specific tasks. A summary of these individuals' experience is provided on the following pages; detailed resumes are included in Appendix A.



## Key Team Members



**Ronan Igloria,**  
**PE, CWRE**  
Principal Water  
Resources Consultant

### Role: Project Manager

Ronan has 25 years of experience managing projects related to water resources. He has managed numerous basin-scale water planning projects in Oregon and Washington. His focus is water resources planning, watershed management, water conservation planning, source water protection, water rights, and stormwater management. He has a proven track record of managing successful water resources planning and water conservation projects. He recently completed an Integrated Water Resources Plan for Marion County and supported water planning efforts conducted by the Mid-Coast Water Planning Partnership.

**EXPERIENCE**  
25 years

**EDUCATION**  
MS, Civil Engineering;  
BS, Civil Engineering



**Holly Mondo**  
Water Rights Analyst

### Role: Coordinator/Facilitator

Holly specializes in water resource planning and management and provides facilitation support and stakeholder engagement for collaborative processes. She supports clients with her knowledge of Oregon water policy and ability to effectively communicate technical information to a non-technical audience. In addition to her duties as a water resources analyst at GSI, Holly is the owner of HydroLogic Strategies, LLC, where she serves as project manager for the Harney Community-Based Water Planning Collaborative in southeastern Oregon. Holly previously served as an intern for DEQ, where she organized and analyzed groundwater level/quality data and communicated results and implications for the Lower Umatilla Basin; collaborated with stakeholders at the federal, state, local, tribal, and community level; developed the LUBGWMA website to inform community members of pertinent issues regarding Oregon policies and groundwater quality; coordinated committee meetings; and assisted with grant proposal applications and reporting.

**EXPERIENCE**  
4 years

**EDUCATION**  
MS, Water Resources Policy and  
Management; Graduate Certificate in  
Water Resources Conflict and  
Transformation; BS, Earth Systems  
Science, Emphasis on Environmental  
Science and Sustainability

<b>Advisory Panel</b>	
<p><b>Bruce Brody-Heine, RG, CWRE</b> Principal Hydrogeologist</p>	<p>Bruce has 30 years of experience in groundwater supply management and environmental remediation. He has worked extensively in Eastern Oregon, including on numerous groundwater development and water rights projects for the Port of Morrow.</p>
<p><b>Adam Sussman</b> Principal Water Resources Consultant</p>	<p>Adam is a recognized expert in Oregon water rights with more than 30 years' experience, including 14 years at OWRD, where he was responsible for leading and implementing agency programs. He has worked extensively on water rights issues in Morrow and Umatilla Counties, including water rights due diligence assessments, evaluations of groundwater rights and associated implications of being subject to annual CGWA allocations, working with OWRD to obtain shoulder season water rights for use of the Columbia River, an allocation of conserved water project, strategic water supply planning and Water Management and Conservation Plan (WMCP) development for the Port of Umatilla, water supply analyses and water right transactions for a confidential client in Boardman; water rights support for the Oregon Department of Transportation properties in Boardman; and many years' of water rights support for the West Extension Irrigation District in Irrigon.</p>
<p><b>Jeff Barry, RG</b> Principal Hydrogeologist</p>	<p>Jeff has more than 30 years' experience helping clients with complex groundwater management issues. He has conducted a range of projects in Eastern Oregon, including developing a groundwater monitoring program for the Port of Morrow, implementing a groundwater recharge project in the Umatilla Basin, writing a groundwater management plan for the region, and working with a group of farmers in the Butter Creek CGWA to develop and operate an aquifer recharge and ASR project for crop irrigation.</p>
<b>Technical Delivery Team</b>	
<p><b>Matt Kohlbecker, RG</b> Principal Hydrogeologist</p>	<p><b>Role: Hydrogeology, Regulatory Support, Nitrates</b> Matt has 20 years of experience with a background in water resources, environmental investigations, contaminant fate and transport modeling, and DEQ regulations. A former DEQ employee, Matt brings a deep understanding of state and federal regulations and DEQ processes and priorities. Matt was recently involved in groundwater supply projects for the cities of Boardman and Hermiston.</p>
<p><b>Suzanne de Szoeko</b> Water Resources Consultant</p>	<p><b>Role: Planning and Communications</b> Suzanne has 14 years of experience in water management and planning. She is currently leading the Mid-Coast Water Conservation Consortium's (MCWCC's) efforts to improve water supply resilience, increase coordination among local water providers, and promote water conservation. She also supported the Mid-Coast Water Planning Partnership's place-based water planning efforts, helping to bring a diverse set of stakeholders together to assess the current state of water resources in the region and establish a framework for identifying and defining current and future water needs.</p>
<p><b>Owen McMurtrey</b> Water Resources Consultant</p>	<p><b>Role: Water Rights</b> Owen has 8 years of experience providing water rights and resource planning support to a range of public and private clients. He is knowledgeable about Oregon water policy and works with clients to project water demand and understand constraints on water availability using hydrologic and water rights data. He is currently providing water rights support on an ASR assessment for the City of Hermiston.</p>
<p><b>Leah Cogan</b> Project Water Resources Analyst</p>	<p><b>Role: Grants/Funding</b> Leah has 9 years of experience and specializes in watershed management and natural resources planning. Prior to joining GSI, she worked as a grant writer for 6 years, successfully securing more than \$7 million in grant funding. At GSI, she assists with water rights applications and transfers, due diligence research, obtaining grants for projects, and multiple aspects of water resources planning and development.</p>
<p><b>Kathy Roush, LG</b> Principal Hydrogeologist</p>	<p><b>Role: Nitrate Assessment</b> Kathy has more than 30 years of experience managing environment projects. She works with clients, stakeholders, and regulatory agencies to address environmental issues and move contaminated sites toward development and site closure. Her experience includes nitrate assessment and remediation.</p>

## Section 4: Similar Projects and Services

### Similar Projects with Client References

The following projects attest to our ability to provide water coordinator services on time and within budget. The listed client contacts can provide references for GSI and the core team members.

#### Integrated Water Resources Plan

Marion County, Oregon

GSI developed an Integrated Water Resources Plan for Marion County. The plan presents the current and potential future water resource issues affecting the County, identifies additional planning needs, provides relevant information to support water supply-related policies at the County level, and presents recommended policy strategies and initiatives that the County can pursue to address these water resource issues. GSI conducted work sessions with the County Commissioners to update them throughout the process of developing the plan and worked with County staff to develop a set of recommendations and an implementation strategy. Under direction from the Commissioners, the plan was particularly focused on issues facing exempt (domestic) water use and needs of smaller communities where the County has management roles. The strategy focused on facilitating: (1) collaboration among water providers and water management interests, (2) information sharing and data collection related to water resource and supply issues, (3) technical studies on water supplies, and (4) advocating for state water programs that benefit the County's stakeholders and constituents. GSI worked with the County to identify strategic initiatives that the County can implement along with estimates of the levels of effort needed to implement the initiatives. *Note: GSI served as lead consultant on this project, but contracted through Davis Wright Tremaine, the attorney for Marion County.*

**Proposed Budget:** \$165,000

**Actual Cost:** \$156,300 (to date); work is almost complete and is expected to be finished within budget

**Anticipated Completion Date:** December 2022 (project is currently on schedule)

**Key Staff:** Ronan Igloria, Owen McMurtrey, Leah Cogan

**Reference:** Chad Ball, Policy Analyst, Marion County, 503.566.3905

#### Mid-Coast Water Conservation Consortium

Seal Rock Water District, Seal Rock, Oregon

GSI helped form the MCWCC, a group of water providers on Oregon's Mid-Coast working together to promote water conservation, improve resiliency to droughts and water supply emergencies, and increase coordination among local water providers. Members include the Cities of Lincoln City, Newport, Toledo, Waldport, and Yachats, and the Seal Rock Water District. GSI is leading efforts to implement activities for the MCWCC, including developing water conservation outreach materials targeting water customers, identifying and purchasing water conservation items for MCWCC member distribution, developing an elementary school lesson, conducting outreach to other Mid-Coast water providers to encourage their participation in the MCWCC, and coordinating with the member agencies to develop an annual work plan and budget for planned activities. As part of this work, GSI facilitates monthly Zoom meetings with participating water providers.

**Proposed Budget:** \$62,000 for fiscal year 2022-2023

**Actual Cost:** \$6,585 (to date)

**Anticipated Completion Date:** June 2023 (work is contracted annually on a fiscal year basis; deliverables to date have met schedule expectations)

**Key Staff:** Suzanne de Szoeko, Leah Cogan, Holly Mondo

**Reference:** Adam Denlinger, Seal Rock Water District, 541.563.4447

### Facilitation and Development of Basin Initiatives

Partners of the North Santiam, North Santiam Watershed Council, Stayton, Oregon

GSI is helping the Partners of the North Santiam develop a more focused approach for its watershed restoration efforts. Work has included:

- Helping identify three basin initiatives.
- Developing a project prioritization approach.
- Creating a monitoring framework and a workflow management tool to track projects and activities.
- Developing a stakeholder engagement strategy and a fundraising plan.
- Updating the governance structure of the Partners of the North Santiam.
- Supporting development of a conceptual model and results chain for each initiative that shows the connections between restoration strategies, implementation actions, and anticipated ecological results.

**Proposed Budget:** \$112,000

**Actual Cost:** \$47,500 (to date)

**Anticipated Completion Date:** Spring 2023

**Key Staff:** Suzanne de Szoeko, Holly Mondo

**Reference:** Amanda Bintliff, North Santiam Watershed Council, 503.930.8202

GSI is facilitating initiative subcommittee meetings as part of the process of developing the deliverable documents. The compiled documents will serve as an update to the Partners of the North Santiam Draft Resiliency Action Plan.

### Facilitation and Development of Integrated Place-Based Water Management Plan

Harney County Community-Based Water Planning Collaborative, Harney County Watershed Council and County Court, Burns, Oregon

As the owner of HydroLogic Strategies, Holly Mondo is helping the Harney County Community-Based Water Planning Collaborative (Collaborative) develop an Integrated Water Management Plan under OWRD's Place-Based Planning program. Work has included:

- Designing, managing, and supporting a governance structure and process for deliverables.
- Planning and facilitating productive meetings and coordinating meeting products.
- Engaging stakeholders and ensuring diverse representation.
- Securing funding for project initiatives.
- Convening working groups and communicating with OWRD to ensure alignment with place-based planning guidelines.
- Developing a groundwater management plan, informed by the Collaborative's work, that includes a suite of novel strategies to address issues identified in the basin.

**Proposed Budget:** \$144,000

**Actual Cost:** \$125,000 (to date)

**Anticipated Completion Date:** February 2024

**Key Staff:** Holly Mondo

**Reference:** Karen Moon, Harney County Watershed Council, 541.573.2000

Holly is facilitating Collaborative meetings and working group meetings to support project initiatives. With her help, the Collaborative has completed the groundwater portion of planning and has now moved onto surface water planning. The Collaborative anticipates completion of their Integrated Water Management Plan by February 2024. *Note: this project is contracted to HydroLogic Strategies, which is owned and operated by Holly Mondo, and is included here as a reference for Holly's direct work.*

## Ongoing Hydrogeologic, Permitting, and Water Rights Support Part of Morrow, Boardman, Oregon

GSI has provided a wide range of hydrogeologic, water supply management, and water right services to the Port of Morrow over the last decade. The Port manages the Boardman Industrial Park, which houses agricultural food processors and industrial facilities that provide agricultural-based industrial services for the region's community. The Port supplies these industrial park facilities with water and then manages these facilities' wastewater through a land application program to irrigate crops. GSI supports the Port's land application program by investigating the hydrogeology and monitoring the local and regional water quality in and around the Port properties. GSI also supports the Port's expansion of its water supply system to meet growing demands and assists with managing the Port's water rights to keep up with water supply growth and redundancy goals. As part of this work, GSI recently assisted with siting, permitting, well design, construction oversight, and aquifer testing of two new deep Columbia River Basalt groundwater production wells, evaluating artificial recharge program opportunities, and tracking and managing the Port's complex set of water right permits and certificates. Through these efforts, GSI has developed an extensive understanding of the Umatilla Basin's geology and hydrogeology at the local and region scale. In addition, through the GSI's development of the Port's WMCP, GSI is assisting in prioritizing water conservation and developing a strategic approach for meeting the Port's growing and changing water supply needs.

**Budget and Cost:** This description includes numerous ongoing projects. GSI has completed many successful projects for the Port on time and within budget, as evidenced by the longevity of this client relationship.

**Key Staff:** Bruce Brody-Heine

**Reference:** Miff Devin, Water Quality Manager, 541.481.7467

## Relevant Project Experience

GSI's breadth and depth of understanding of the water issues facing the County is based on the numerous water projects in the region we have been involved in for more than 20 years. A few examples include working with City of Boardman on municipal supply and nitrate issues with its collector well; providing ongoing permitting, water rights, water quality monitoring and water supply support for the Port of Morrow; completing a comprehensive domestic well sampling study for Morrow and Umatilla Counties; conducting an in-depth evaluation of the LUBGWMA nitrate dataset, well construction, location of a sampled well, and review of the statistical evaluation as part of an ODA fertilizer program grant project; working on an ASR assessment for City of Hermiston; and conducting a water supply study for the Umatilla Hatchery near Irrigon.



GSI project locations in Morrow and Umatilla Counties

The following table presents a list of projects completed in Morrow County and Lower Umatilla Basin area that demonstrate our experience and expertise in the various water quantity and quality issues of the region, including water supply development and evaluation of nitrates in groundwater. Several projects also involved facilitation of a diverse planning group, development of water policy and strategies, or support for grant/funding opportunities.

Project Name	Client	Project Location in CGWA or LUBGWMA	Group Planning/Facilitation	Policy/Strategy Development	Funding/Grant Support	Water Quantity/Supply Development	Water Quality/Nitrates/Treatment
WPCF Groundwater Monitoring Evaluation Support	Port of Morrow, Boardman, OR	■		■			■
Technical WPCF Permitting Support	Port of Morrow, Boardman, OR	■	■	■	■	■	■
Water Supply Support	Port of Morrow, Boardman, OR	■	■	■	■	■	■
Water Rights Support	Port of Morrow, Boardman, OR	■		■		■	■
Sustainable Groundwater Management Program	Umatilla Basin Water Commission	■	■	■	■		■
Aquifer Recharge Program	Madison Ranches, Inc., Echo, OR	■				■	■
ASR Program	McCarty Ranch, Echo, OR	■				■	■
Aquifer Recharge Program Support	Umatilla County, OR		■		■	■	■
ASR Assessment	City of Hermiston, OR	■				■	■
County Line Recharge Project	Westland Irrigation District and NOWA, Echo, OR	■					■
Morrow/Umatilla County Gassy Well Sampling	Savant Resources, LLC	■					■
Boardman Supply Study and Collector Testing	City of Boardman, OR	■		■		■	■
Impact of John Day Pool Elevation Changes on Community Water Systems	Bureau of Reclamation, Umatilla and Morrow Counties, OR	■				■	
Well Siting Study, Water Quality Testing, and Development of Technical Specifications	Confidential Client, Boardman, OR	■		■		■	■
Hydrogeologic Review of LUBGWMA Monitoring Program	ODA, Umatilla/Morrow Counties, OR	■	■	■	■		■
Umatilla Hatchery Water Supply Study	Oregon Department of Fish and Wildlife, Irrigon, OR	■				■	■
Upper Deschutes Basin Study	Deschutes Basin Board of Control, Deschutes Basin, OR		■	■	■	■	
Facilitation and Development of Integrated Place-Based Water Management Plan*	Harney County Watershed Council and County Court, Burns, OR		■	■	■		
Drought Contingency Plan	Santiam Water Control District, Stayton, OR		■	■	■		
Mid-Coast Water Conservation Consortium	Seal Rock Water District, Seal Rock, OR		■	■	■		
Facilitation and Development of Basin Initiatives	Partners of the North Santiam, Stayton, OR		■	■	■		
Non-Potable Purple Pipe/Stormwater Recharge Project	City of Beaverton and Clean Water Services, OR				■	■	■
Columbia Basin GWMA Groundwater Supply Studies	CBGWMA/Franklin County Conservation District, Pasco, WA				■	■	
ASR Support	City of Pendleton, OR					■	
Groundwater Quality Studies	City of Florence, OR					■	■

\*Project work completed by team member Holly Mondo through her own firm, HydroLogic Strategies.

## Section 5: Workplan and Schedule

Morrow County has yet to completely define the priorities and available budget for the Water Coordinator, in part because of the complexity and history of the water issues and implications of more recent events (i.e., emergency declaration). Our proposed workplan is intended to establish a budget allocation and timeline as a basis to refine the scope and budget should GSI be selected. As part of our approach, we would like to meet at the beginning of the project to confirm priorities and adjust tasks, as needed. We suggest then meeting again at the midpoint and near the end of the project to determine how to move forward at each stage.

We are proposing a baseline scope of work and identifying contingency tasks to maximize the value of this contract. Our approach is designed to meet the following County objectives:

- Communicate and educate County residents on the water issues and create opportunities to help address or mitigate their impacts.
- Support the development of policies and programs for a sustainable water supply for the County.
- Coordinate County responsibilities for ongoing programs and activities related to addressing water quantity and quality issues.
- Position the County to secure funding to support ongoing activities of the Water Coordinator functions and to support implementation of water-related programs.

Our approach includes two phases (in Year 1 and Year 2) structured to allow the County to decide after the first phase whether to proceed with the Water Coordinator in a contract function, or whether to transition to an internal County role. The tasks in Phase 1/Year 1 are designed to stand alone. The tasks in Phase 2/Year 2 can be considered contingency (optional) from a contract standpoint. Phase 2 focuses on further vetting and refinement of policies and strategies, and additional outreach/communications with stakeholders for implementation. Phase 2 activities also include tasks to coordinate a transition of Water Coordinator functions to an internal County position if the County decides to do so.

### Workplan

Our workplan is grouped by quarters over the next 2 years (2023 and 2024). The base scope of work occurs in 2023 with some continuation through the first quarter of 2024. The contingency tasks include additional meetings and stakeholder engagement, technical analysis and data collection, and the coordination for the potential transition of the Water Coordinator role to the County.

Although, the focus of the base scope is on coordination and facilitation, GSI recognizes the opportunity to support direct technical assistance. For example, discussions with stakeholders and review of studies may identify opportunities or a need to develop coordinated sampling plans, analysis of monitoring data and modeling support, or evaluation of nitrate treatment options. These can be identified during the project check-ins.

#### 1. Q1 2023: Project Startup

**Objective:** Ensure that the project team, County staff, and Commissioners are on the same page with the overall approach and workplan, and that the right stakeholders are engaged throughout the project.

GSI will prepare a kickoff meeting with County staff to confirm overall goals and objectives, finalize the workplan and schedule, and identify the stakeholder group and communications protocol. During this time, GSI will be compiling and reviewing relevant studies, plans, and references related to the CGWA and LUBGWMA activities and other programs. GSI already has many of these resources from previous work. GSI will also develop and coordinate with the County to establish a Water Coordinator website for external access by County staff, stakeholders, and the public. It is assumed that the County or partner agency will host the website and upload and manage content.

Contingency activities: GSI will conduct interviews by virtual meeting and/or conference calls with various stakeholders to develop a "current" understanding of perspectives from the groups of water users, stage agencies, and active committees working on water issues in the region.

## 2. Q2 2023: "State of Water" Briefing Papers

Objective: Provide a common understanding of the key issues that will also be used for developing communication and education materials for stakeholders and public. The State of Water papers will use existing studies and plans, and GSI will prepare a series of concise descriptions of the water quantity and quality issues; the activities and responses that are currently active; and the responsible parties implementing them.

GSI proposes to develop four briefing papers on the following subjects:

- Water quantity issues (CGWAs)
- Water quality issues (LUBGWMA)
- Domestic well issues
- Efforts by private entities and non-governmental organizations

The briefing papers are not intended to include new analysis but rather document the issues and responses by relevant parties (including state agencies) to identify opportunities for coordination or reformulation as part of the strategy and policy recommendations review late in the workplan. The briefing papers will be distributed as draft documents to the County and shared with the stakeholder group and posted on the Water Coordinator website.

## 3. Q3 2023: Commissioner and Stakeholder Work Sessions

Objective: Inform County Commissioners and stakeholders on the status of response activities and receive input for developing a countywide water management strategy.

Information from the white papers will be shared in a work session with the Commissioners and separate work session with the stakeholders. The stakeholder work sessions may be divided into separate sessions depending on the number and types of stakeholders and scheduling constraints. As part of this effort, communication and education materials will be prepared for distribution targeting private domestic well owners.

## 4. Q4 2023: Preliminary Strategy and Policy Concepts

Objective: Define actions that the County can implement to complement and support ongoing programs and activities.

The strategy and policies will align with County roles and responsibilities and consider resources and costs for implementation. The preliminary strategy and policies will incorporate feedback from the Commissioners and stakeholders from the previous work sessions. Follow-up meetings with the County staff and individual stakeholders may be conducted to help develop the strategy and policy concepts. The preliminary strategy and policy concept will be documented in a draft memorandum for review by the County staff.

Phase 1 (2023) Deliverables:

- Water Coordinator website
- State of Water white papers (series of four papers)
- Education materials for the general public (targeting domestic well owners)
- Preliminary Strategy and Policy Concepts Memorandum (draft)

The following activities in 2024 are proposed to be contingency tasks to be authorized by the County when Q4 2023 activities are near completion. The primary driver for authorization depends on if and how the County decides on transitioning the Water Coordinator functions internally as a County staff role.

**5. Q1 2024: Strategy and Policy Vetting**

**Objective:** Obtain input and feedback from the Commissioners and stakeholders on draft strategy and policies.

Follow-up work session will be conducted with the Commissioners and stakeholders in the same structure and format as those under Quarter 3-2023.

**6. Q2 2024: Finalize Strategy and Policy Concepts**

**Objective:** Obtain final buy-in and acceptance of strategy and policy concepts for adoption and implementation by the County.

Input provided by the County and stakeholders in the previous task will be addressed to update the draft strategy and policy concepts. Roles/responsibilities and resource (staff and budget) estimates will be refined. Communication and education materials will also be updated accordingly. A Final Strategy and Policy Concepts Memorandum will be prepared.

**7. Q3 2024: Adoption and Initial Implementation Support**

**Objective:** County Commissioners adopt the recommended strategy and policy concepts and direct County staff to begin implementing recommendations in the strategy.

GSI will work with County staff to prepare for a County Commissioner meeting to formally adopt the Final Strategy and Policy Concepts Memorandum, thereby authorizing County staff to proceed with implementing the recommendations and actions. GSI will work with County staff to identify select actions in the strategy memorandum to implement under this contract. For example, this may include support for developing ordinances, support for developing a memorandum of understanding between agencies, support for grant or other funding applications, or preparing scopes of work for recommended studies. Additional implementation activities may be completed outside of this contract.

**8. Q4 2024: Transition Water Coordinator Functions**

**Objective:** Transition the Water Coordinator functions to be taken over by internal County staff.

GSI will conduct coordination meetings with County staff as needed to support the County's set up of Water Coordinator functions. This includes transferring all materials developed under this contract to the County and transferring content/hosting of the website. GSI will prepare a workplan memorandum in collaboration with County staff to document roles/responsibilities, points of contact with relevant agencies, one-time and recurring tasks/milestones, and resource needs.

Phase 2 (2024) Deliverables:

- Final Strategy and Policy Concepts Memorandum
- Morrow County Water Coordinator Workplan Memorandum

**9. Additional Meetings and Communication Materials (Contingency)**

**Objective:** Provide additional support for communications and materials to meet County and stakeholder needs.

Based on direction from County staff, GSI will conduct additional coordination meetings and prepare additional communication/education materials beyond those included in the base scope. Depending on the structure and format, the contingency budget can accommodate two to three additional meetings. The contingency budget can also be used to prepare additional website content or communication topics that may be important to the County or stakeholders.

**10. Additional Technical Coordination and Analysis (Contingency)**

**Objective:** Provide additional support for technical analysis and data collection to meet County and stakeholder needs. The base effort focuses on coordination with other entities conducting data collection and evaluation.

Based on direction from County staff, GSI will conduct additional technical analysis and planning and/or execution of data collection. Specific activities may include researching options for alternative residential water service or treatment for areas within high nitrate groundwater, providing regulatory support and guidance related to water quality rules, and coordinating water quality data collection and modeling. Depending on the task or activity, GSI may include other staff not already identified in the proposal.

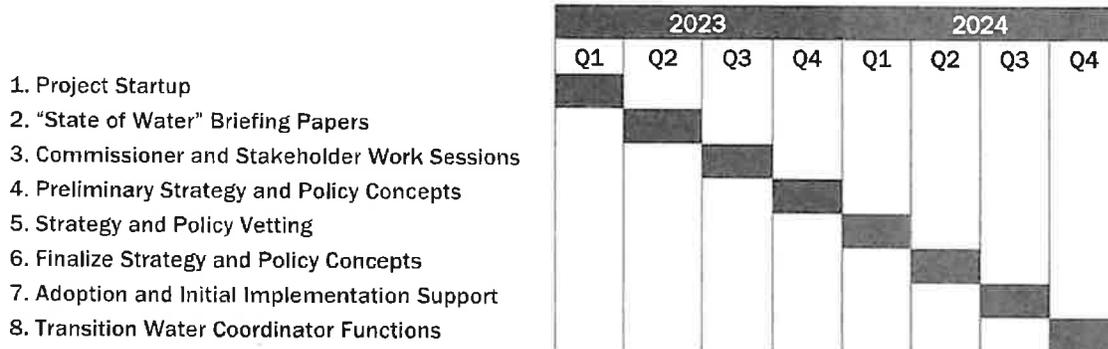
### 11. Project Management

Objective: Deliver the project to meet County objectives within budget and schedule.

GSI will conduct project setup and close-out activities; coordinate with County staff; and complete monthly invoicing and progress reporting. The budget assumes project management for a base period of 12 months (year 1), and contingency period of another 12 months (year 2).

### Schedule

The proposed schedule assumes the contract and work will begin in January 2023. Depending on the direction from the County at the early, mid-point, and late-term project scope check-ins, and which contingency tasks are authorized, the schedule outlined below will change.



## Section 6: Cost Proposal

As noted in the workplan description, our proposed workplan is intended to establish a budget allocation and timeline as a basis to refine the scope and budget. We hope to further refine the scope to align with the County's available budget, if GSI is selected.

GSI's approach provides value and flexibility to the County by achieving the core objectives of the County in year 1 (2023) with a base not-to-exceed budget of \$64,390. A contingency budget of \$67,840 is proposed should the County decide to have GSI complete additional tasks and continue with year 2 (2024) to support implementation of applicable policies and/or transition the Water Coordinator to an internal County function. The contingency budget also includes effort for additional meetings and/or development of outreach/education materials. If the County decides to contract the base and all contingency tasks, the total budget would be \$132,230.

The table below summarizes the overall budget by task and differentiates GSI's proposed base and contingency budgets. The detailed budget with the estimated hours by task and personnel is included in the following page.

Task	Base Budget	Contingency Budget	Year Incurred
1. Project Startup	\$12,550	\$5,100	2023
2. "State of Water" Briefing Papers	\$26,380		2023
3. Commissioner and Stakeholder Work Sessions	\$8,590		2023
4. Preliminary Strategy and Policy Concepts	\$11,820		2023/24
5. Strategy and Policy Vetting		\$4,460	2024
6. Finalize Strategy and Policy Concepts		\$8,360	2024
7. Adoption and Initial Implementation Support		\$7,340	2024
8. Transition Water Coordinator Functions		\$7,280	2024
9. Additional Meetings and Communications Materials		\$11,300	2023/24
10. Additional Technical Coordination and Analysis		\$20,150	2023/24
11. Project Management	\$5,050	\$3,850	2023/24
<b>Total</b>	<b>\$64,390</b>	<b>\$67,840</b>	

### Fee Schedule

The costs above were developed using the following rates for individuals assigned to the project. Upon request, we can provide a detailed worksheet that details hours per individual per task.

Team Member	Rate
Jeff Barry, Principal Hydrogeologist	\$250
Kathy Roush, Principal Hydrogeologist	\$225
Adam Sussman, Principal Water Resources Consultant	\$220
Bruce Brody-Heine, Principal Hydrogeologist	\$205
Matt Kohlbecker, Principal Hydrogeologist	\$205
Ronan Igloria, Principal Water Resources Consultant	\$205
Suzanne de Szoeko, Water Resources Consultant	\$155
Owen McMurtrey, Water Resources Consultant	\$135
Leah Cogan, Project Water Resources Analyst	\$125
Holly Mondo, Water Rights Analyst	\$125
GIS/Graphics	\$105-\$160
Technical Editing	\$110-\$135
Administrative Support	\$70-\$110

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown at left.

#### Expenses

- Mileage: IRS authorized rate/mile plus 10 percent markup
- Direct expenses and outside services: Cost plus 10 percent markup

**APPENDIX A**  
Resumes





## Ronan Igloria, PE, CWRE

### Principal Water Resources Consultant



Ronan has more than 20 years of experience managing water resources projects. His focus is water resources planning, watershed management, water conservation planning, source water protection, water rights, and stormwater management. He is a certified water rights examiner in Oregon and has a strong working knowledge of state regulatory programs related to water rights. He also has experience conducting remedial investigations and preparing corrective action plans for hazardous waste- and petroleum-contaminated sites.

#### REPRESENTATIVE PROJECTS

#### EDUCATION

MS, Civil Engineering,  
Washington State University

BS, Civil Engineering,  
University of Illinois at  
Chicago

#### PROFESSIONAL REGISTRATIONS

Professional Engineer (Civil):  
Oregon

Certified Water Rights  
Examiner: Oregon

#### DISTINGUISHING QUALIFICATIONS

- ✓ Experienced project manager
- ✓ Expertise in water master planning
- ✓ Experienced in watershed management planning
- ✓ Extensive knowledge of Oregon water rights regulations
- ✓ Knowledgeable about of state and federal environmental regulations, including CERCLA and RCRA

**Integrated Water Resources Plan, Marion County, Oregon.** Ronan is serving as project manager in a subconsultant role to support the County's development of an Integrated Water Resources Plan (IWRP). The purpose of the IWRP is to identify water resource issues affecting Marion County; relevant information for the County to make water resource policy decisions to address these issues; and further planning and implementation needs. Three elements addressed in the plan include: (1) a State of the Water, (2) Overview of Water Needs report, and (3) a Water Supply Options. The IWRP is reviewing consumptive and environmental water demands and reliability of water supplies relative to these water needs. The IWRP is also evaluating how water quality affects the adequacy and reliability of these water resources.

**Mid-Coast Basin Place-Based Planning, City of Newport, Oregon.** The Mid-Coast Water Planning Partnership formed in 2016 as part of a grant-funded pilot program developed by the Oregon Water Resources Department. The planning project involved working closely with agencies and a broad range of stakeholders to develop baseline technical information to identify key water issues. Several sub-watersheds within the Mid-Coast region face distinct water resource issues. Ronan managed the development of a work plan to guide the Partnership and establish the framework the Partnership is using to assess current and future water needs of the region.

**Non-Potable Water System Program Manager, City of Beaverton, Oregon.** Ronan is the project manager for the Non-potable Water System Program Manager contract to develop a non-potable water system for the City's South Cooper Mountain (SCM) area. The program includes coordination of the design/construction of the supply well and pump station for irrigation supply of SCM, coordination of the design/construction of stormwater treatment and recharge system, developing system development charges (SDCs) and the City ordinance for a non-potable utility, developing preliminary master planning of the non-potable water system in the annexation area, and developing funding support for long-term implementation. This work is ongoing.

**Evaluation of Redundant Water Supply, City of Newberg, Oregon.** Ronan is the project manager (in sub-consultant role) to support the City's evaluation of redundant water supply options. The project involves working with the City to develop goals for a redundant supply and proposed level of service and developing and evaluating viable local and regional water supply alternatives available to the City.

**Watershed Planning, WRIA 32, Walla Walla Watershed, Washington.** While at a prior firm, Ronan managed assessment projects and conducted Level 1 and Level 2 assessments for instream flow, hydrogeologic characterization, water rights and water use, demand forecasting, and water quality (total maximum daily load) reviews. Outcomes of the assessment included identification of data gaps related to watershed management plan development and prioritization of new data needs related to instream and out-of-stream needs. He helped to develop instream flow management strategies in the Walla Walla Basin.

**Watershed Planning, WRIA 25/26 and 27/28, Lower Columbia Fish Recovery Board, Washington.** While at a prior firm, Ronan reviewed and characterized data related to population, water supply, water uses, water rights, and water quality. He identified data gaps related to watershed management plan development and prioritization of new data needs related to instream and out-of-stream needs. He also completed a water balance for the watershed along with characterization of the geology and hydrogeology of the basin.

**Water Management and Conservation Plan (WMCP), City of Beaverton.** Ronan was the project manager to prepare the City's WMCP, a requirement for developing the Willamette River water right under the City's water use permit. The WMCP included the required components of a water supplier plan, water supplier description, water conservation program, water curtailment, and a municipal water supply plan.



## Holly Mondo Water Rights Analyst



Holly has 4 years of water resources consulting experience. She specializes in water resource planning and management and provides facilitation support and stakeholder engagement for collaborative processes. She assists in the development of public outreach materials and messaging related to water conservation and supports clients with her knowledge on Oregon water policy and ability to effectively communicate technical information to a non-technical audience. She assists clients with characterizing water resources and planning for long-term sustainability of water resources through developing water management and conservation plans (WMCPs) and helps her clients stay in compliance with those plans. She also has experience analyzing water quality and writing annual groundwater reports.

### REPRESENTATIVE PROJECTS

#### EDUCATION

MS, Water Resources Policy and Management, Oregon State University

Graduate Certificate in Water Resources Conflict and Transformation, Oregon State University

BS, Earth Systems Science, Emphasis on Environmental Science and Sustainability, University of California, Merced

#### DISTINGUISHING QUALIFICATIONS

- ✓ Extensive knowledge of Oregon water rights regulations
- ✓ Experience developing water conservation outreach programs and materials
- ✓ Experience in water rights management, including preparation of Water Management and Conservation Plans
- ✓ Experience developing public outreach for drinking water protection plans

**Integrated Place-Based Water Management Plan, Harney County Community-Based Water Planning Collaborative, Harney County Watershed Council, and County Court, Burns, Oregon.** Through her company HydroLogic Solutions, LLC, Holly is helping the Harney County Community-Based Water Planning Collaborative develop an Integrated Water Management Plan under the Oregon Water Resources Department's (OWRD's) Place-Based Planning program. Work has included designing, managing, and supporting a governance structure and process for deliverables; planning and facilitating productive meetings and coordinating meeting products; engaging stakeholders and ensuring diverse representation; securing funding for project initiatives; convening working groups and communicating with OWRD to ensure alignment with place-based planning guidelines; and developing a groundwater management plan, informed by the Collaborative's work, that includes a suite of novel strategies to address issues identified in the basin. Holly is facilitating Collaborative meetings and working group meetings to support project initiatives. With her help, the Collaborative has completed the groundwater portion of planning and have now moved onto surface water planning. The Collaborative anticipates completion of their Integrated Water Management Plan by February 2024.

**Groundwater Monitoring Program, Port of Morrow, Boardman, Oregon.** Holly is assisting the Port by analyzing groundwater quality, preparing quarterly reports, preparing annual reports, and managing their database. This groundwater monitoring program is associated with an industrial land application program that covers more than 5,000 acres. The GSI project team assisted the Port in assessing groundwater quality trends from existing data and negotiating with the Oregon Department of Environmental Quality (DEQ) on the location of additional monitoring wells to complete the well network.

**Cooperative Watershed Management Program, Santiam Water Control District, Oregon.** GSI is helping the North Santiam Watershed Stakeholders to 1) integrate existing watershed planning efforts, 2) continue to build trust across the watershed and increase stakeholder participation and engagement, and 3) develop a shared understanding of watershed challenges and interdependency among all stakeholders. Tasks will include meeting with stakeholder groups, preparing presentation materials, aligning watershed outreach materials, developing a contact list for outreach and education, and planning and holding a leadership symposium. From there, GSI will help to implement drought contingency planning actions and help ensure coordination across watershed resiliency planning efforts and projects. Holly is conducting outreach and facilitating meetings.

**Facilitation and Development of Basin Initiatives, Partners of the North Santiam, North Santiam Watershed Council, Oregon.** GSI is helping the Partners of the North Santiam identify and develop three focused basin initiatives. Work includes assisting with workshop planning and content preparation and facilitation of quarterly workshops. Holly is involved in stakeholder engagement.

**Drinking Water Protection Plan, City of Yachats, Oregon.** GSI developed a Drinking Water Protection Plan for the City of Yachats that identified threats to the City's water supply and described effective strategies to reduce or prevent risks to the water supply in the future. The project included forming a working group of representative stakeholders, facilitating stakeholder meetings, and gathering, reviewing, and analyzing water supply data. The plan was approved in August 2021 by the DEQ. Holly is conducting public outreach related to the implementation of the plan.

**Water Management and Conservation Plan, City of Cottage Grove, Oregon.** Holly is helping with the City's WMCP benchmarks by conducting public outreach and developing newsletters, billing inserts, brochures, and website content.



## Bruce Brody-Heine, RG, LHG, CWRE *Principal Hydrogeologist*



Bruce has more than 30 years of professional consulting experience. He specializes in water resource investigations, water resource planning and management, and water rights services for municipalities, water districts, industry, and irrigators. Bruce works with water users and providers throughout Oregon providing strategic approaches to secure and maximize their water rights and actively managing their assets. He has expertise in groundwater basin studies, implementing aquifer storage and recovery (ASR) projects; conducting groundwater supply investigations; production well siting, design, and installations; and wellhead protection area delineations. Bruce has a strong working knowledge of the state water resources regulatory programs related to groundwater development and water rights, and excellent working relationships with the regulatory agencies.

### REPRESENTATIVE PROJECTS

**Groundwater Quality Monitoring Program Support, Port of Morrow, Boardman, Oregon.** Bruce has been supporting the Port's groundwater quality monitoring program since 2008, investigating the geology and hydrogeology beneath, and in the vicinity of, the Port's land application operations. He assisted the Port in developing a revised conceptual hydrogeologic model of the site that has been used in successfully developing a monitoring program for the Port's land application areas to meet DEQ's regulatory compliance requirements. In addition, Bruce assists the Port in managing its quarterly sampling program and assessing groundwater quality trends from the Port's dataset, which includes nitrate results subsequently used by the Oregon Department of Environmental Quality in its Lower Umatilla Basin Groundwater Management Area (LUBGWMA) sampling dataset. As the Port's monitoring program has expanded to include new land application areas, Bruce has developed conceptual hydrogeologic models and groundwater monitoring programs associated with these new land application areas (Farm 4/Madison Ranches and Farm 5/Mader-Rust Farm). This work has given Bruce an extensive understanding of the Umatilla Basin's geology and hydrogeology at the local scale and region scale.

**Groundwater Development and Water Rights Support, Port of Morrow, Boardman, Oregon.** Bruce is principal in charge for the Port's groundwater development and water rights projects. Work has included well siting, design, and bidding support for several new deep basalt groundwater production wells for the Port. GSI also works closely with the Port in identifying strategic water right transactions to necessary to meet the Port's growing water demands, and support the Port with all water right transactions, related water use tracking and reporting, and water supply planning.

**Independent Hydrogeologic Review of LUBGWMA Monitoring Program, Umatilla and Morrow Counties, Oregon.** Bruce completed an independent review of DEQ's Lower Umatilla Groundwater Basin monitoring program. The goal was to identify data gaps and potential improvements to the monitoring program and the data evaluation methodology to refine the understanding of the relationship between irrigated agricultural, fertilizer application, and groundwater contamination. Bruce conducted a detailed review of DEQ's basin-wide well network in terms of spatial distribution and representativeness, well screen depths, land use, and hydrogeologic unit; and conducted an independent review of DEQ's statistical data evaluation methods and conclusions. The review resulted in recommendations for improving and strengthening the interpretation of the basin-wide datasets and identified data gaps, and insight into possible future actions in problematic areas of the monitoring program. Ongoing work includes the design and implementation of a monitoring program focused on assessing water and fertilizer movement through, and below, the root zone in actively managed fields in the basin with the highest level of best management practices.

**Groundwater Supply Options (Addressing Elevated Arsenic in Drinking Water Supply Wells), Confederated Tribes of Warm Springs, Oregon.** The project evaluated elevated arsenic concentrations in three production wells and developed potential options for addressing the issue to meet revised federal drinking water standards. Bruce used local knowledge of the Deschutes Basin in combination with groundwater surface water interaction (FIIR) data to develop a conceptual hydrogeologic model of the arsenic sources and determining potentially arsenic-free alternative source areas. The project was successful in identifying potential well locations and a new highly production well was installed to replace the existing problem wells.

**Airport Area Groundwater Monitoring Program, City of Prineville, Oregon.** Bruce developed a monitoring program to collect long-term water levels from selected wells and geochemical information across the airport area. The initial three-year study was completed and the City is using the refined understanding of the aquifer system and potential sustainable production rates in its long-term water supply plans. In addition, GSI continues to support the City in collecting and evaluating water level data from the airport area.

### EDUCATION

MS, Contaminant Hydrogeology, Oregon Graduate Institute

BS, Geology, Brown University

### PROFESSIONAL REGISTRATIONS

Registered Geologist: Oregon

Licensed Geologist/Hydrogeologist: Washington

Certified Water Rights Examiner: Oregon

### EXPERTISE

- ✓ Groundwater resource management and planning
- ✓ Regional and local hydrogeologic studies
- ✓ Technical studies to manage and protect water resources and support water rights
- ✓ ASR investigations and implementation programs
- ✓ Design and testing of large water supply production wells
- ✓ State water resources regulatory programs
- ✓ Water rights management



## Adam Sussman Principal Water Resources Consultant



Adam has more than 30 years of experience and is well known in the state for his water rights expertise. For 14 years, Adam worked for the Oregon Water Resources Department (OWRD), where he developed and implemented statewide water policies and programs and developed expertise in Oregon water rights and the administrative rules and processes governing water rights transactions. As a principal water resources consultant, Adam works with water users and providers throughout Oregon, assisting them in developing strategic approaches for managing water rights and ensuring water reliability. He is experienced in developing water rights inventories and conducting audits and is regularly invited to give presentations and training sessions about water rights and water rights auditing.

### EDUCATION

MS, Resource Geography,  
Oregon State University

BS, Geography/  
Environmental Studies,  
University of California at  
Santa Barbara

### DISTINGUISHING QUALIFICATIONS

- ✓ More than 30 years of experience with water rights and water laws
- ✓ Experience working with water users to identify short-term and long-term water supply alternatives
- ✓ Expertise in resolving contentious water resource issues by working with disparate stakeholder groups to develop consensus solutions
- ✓ Experience researching and developing water resource information for stakeholder groups, state agency personnel, and the general public
- ✓ Excellent communication skills

### REPRESENTATIVE PROJECTS

**Water Rights Inventory and Audit for a Real Estate Transaction, Boardman, Oregon.** The law firm Davis Wright Tremaine LLP hired GSI to conduct a water rights inventory and audit on behalf of its client, Farmland Reserve, Inc., which was purchasing an agricultural property in Boardman. As project manager, Adam oversaw the evaluation of the water rights information provided by the seller, review of water rights information available online from OWRD, confirmation of the location and status of use of water rights, evaluated the sustainability of groundwater rights in a designated Critical Groundwater Area, and development a summary report and a list of recommended water rights actions.

**Strategic Water Supply Planning and Water Management and Conservation Plan (WMCP) Development, Port of Umatilla, Oregon.** Adam has provided a range of strategic water rights services and water rights transaction support to the Port of Umatilla. He also led the development of the Port's WMCP in 2014 and the Port's WMCP 5-year progress in 2020.

**Water Rights Consulting, West Extension Irrigation District, Irrigon, Oregon.** Since 2007, Adam has provided water right and water supply support to West Extension Irrigation District (WEID). Support has included interactions with OWRD and the U.S. Bureau of Reclamation to protect WEID's water supply; numerous water rights transactions; evaluation of the Umatilla Basin Exchange and potential impacts to WEID; and support for WEID in basin-level negotiations related to water supply planning.

**Statewide Water Rights Project, Oregon Department of Transportation (ODOT).** Adam managed an effort to develop a comprehensive inventory of more than 300 ODOT properties and their water sources. GSI conducted a survey of ODOT staff regarding water use at properties with self-supplied water (water not obtained from a water supplier, such as a city) and reviewed maps, well records, and water rights information. GSI then developed recommendations for water rights management actions (new permits, transfers, certificate requests, etc.) for each site. GSI is currently assisting ODOT with implementation of recommendations, including processing water rights transactions for ODOT property in Boardman.

**Cooperative Watershed Management Program, Santiam Water Control District, Oregon.** Adam is project principal for an effort to help the North Santiam Watershed Stakeholders to 1) integrate existing watershed planning efforts, 2) continue to build trust across the watershed and increase stakeholder participation and engagement, and 3) develop a shared understanding of watershed challenges and interdependency among all stakeholders. Tasks will include meeting with stakeholder groups, preparing presentation materials, aligning watershed outreach materials, developing a contact list for outreach and education, and planning and holding a leadership symposium. From there, GSI will help to implement drought contingency planning actions and help ensure coordination across watershed resiliency planning efforts and projects. In 2018, GSI developed a successful grant application to obtain funding for this project from U.S. Bureau of Reclamation under the WaterSMART Cooperative Watershed Management Program.

**Water Rights Consulting, City of The Dalles, Oregon.** Adam has provided water rights consulting services to the City since 2007. Over the years, Adam has worked with City staff to develop and implement strategies to maximize and secure the City's water rights. Work has included support for numerous transactions, including groundwater registration modifications, water rights transfers, permit extensions, and certification of water rights. Adam also led the development of the City's WMCP in 2014. In 2018, Adam played a key role in supporting the effort to obtain an aquifer storage and recovery (ASR) limited license that allows the City to implement and test an ASR system.



## Jeff Barry, RG, LHG, CWRE Principal Hydrogeologist



Jeff has more than 35 years of experience conducting groundwater resource development projects and groundwater management programs in California and the Pacific Northwest. He brings substantial expertise in aquifer characterization, production well and injection well design and rehabilitation, groundwater monitoring, groundwater/surface water interaction assessment, and aquifer storage and recovery (ASR). Jeff is a recognized leader in the development and sustainable operation of ASR projects and aquifer recharge projects in the U.S. and Korea. Throughout his career, he has managed multi-disciplinary projects that have included critical analysis of a range of data types, successful coordination and negotiation with multiple stakeholders, communicating complex technical information to decision makers, and working within budgetary and timeline constraints. Jeff is a key member of GSI's team of groundwater specialists that helps our clients navigate the complexities of California's Sustainable Groundwater Management Act (SGMA). He is a founding principal at GSI.

### EDUCATION

MS, Hydrogeology/  
Hydrology, University of  
Nevada at Reno

BS, Resource Management,  
Humboldt State University

### PROFESSIONAL REGISTRATIONS

Registered Geologist:  
Oregon

Licensed Geologist/  
Hydrogeologist:  
Washington

Certified Water Rights  
Examiner: Oregon

### DISTINGUISHING QUALIFICATIONS

- ✓ More than 35 years of experience conducting water resources investigations
- ✓ Experienced with development of groundwater management plans and performing safe yield assessments
- ✓ Experienced with monitoring program and groundwater management plan development and implementation
- ✓ Strong working knowledge of state and federal regulatory programs relating to groundwater/surface water influence and water quality protection
- ✓ Particularly experienced in groundwater recharge projects

### REPRESENTATIVE PROJECTS

**Recharge Feasibility and Pilot Project, Madison Ranches, Echo, Oregon.** Jeff assisted a group of farmers in eastern Oregon with a deep basalt ASR project in the Butter Creek Critical Groundwater Area located near Hermiston, Oregon. Without aquifer recharge (AR), these farmers would not be able to irrigate their land using these wells. A permit to conduct ASR testing was obtained and a pilot project is being conducted at two deep basalt wells. These two projects are the first agricultural ASR projects in the world and have been operating successfully since 2006.

**Groundwater Monitoring Program, Port of Morrow, Boardman, Oregon.** Jeff was project manager for a groundwater monitoring program associated with an industrial land application program that covers more than 5,000 acres. Jeff worked with the Port to assess groundwater quality data, address groundwater quality and permit compliance issues, review and update the conceptual hydrogeologic model, and develop a new groundwater monitoring plan based on the refined understanding of the groundwater flow system. The GSI project team assisted the Port in assessing groundwater quality trends from existing data and negotiating with the Oregon Department of Environmental Quality (DEQ) on the location of additional monitoring wells to complete the well network. GSI also has worked with the Port to develop alternatives that improve the way the Port manages the wastewater and reduce overall costs.

**Regional Aquifer Restoration Project, Umatilla Basin, Oregon.** Jeff was task lead for this OWRD-funded project focused on implementing a groundwater recharge project that will promote sustainable agricultural pumping in the region and provide benefits to fish in the Columbia and Umatilla Rivers. Working with a multi-disciplinary team, Jeff is responsible for characterizing the alluvial and deep basalt aquifers in the region and evaluating the efficacy of alluvial aquifer recharge and recovery as a treatment method for meeting ASR water quality standards for deep basalt ASR. He oversaw the development of a regional groundwater monitoring program, data interpretation, and reporting to the state regulatory agencies. He also wrote a groundwater management plan for the region that will be used to govern allocations of stored water, establish target groundwater levels, and resolve disputes between groundwater users.

**Recharge Feasibility Study, Hermiston Generating Company, Hermiston, Oregon.** Jeff assisted Hermiston Generating with assessing the feasibility of disposing of 80 MG of excess cooling water during the winter months by recharging the shallow alluvial aquifer. Local ranchers and farmers would benefit from this project by being able to recover the stored water during the summer months when it is needed. Key project issues include determining whether the water met regulatory criteria without degrading the native groundwater quality.

**ASR Pilot Project, City of Pendleton, Oregon.** Jeff provided senior review of a study to evaluate the feasibility of ASR in the deep Columbia River Basalt aquifer system underlying the City. Characterization of the aquifer was performed using well logs to construct geologic cross sections and obtain water level data over a 5-square-mile area. ASR pilot testing is planned when the new water treatment facility comes online.

**Natural Treatment System (NTS), Port of Morrow, Oregon.** Jeff assisted the Port with conducting a pilot project designed to assess the feasibility of using hybrid poplar trees to reduce nutrient loadings to groundwater associated with land application of industrial wastewater. He was responsible for project permitting, monitoring plan preparation, installation of monitoring equipment, and interpretation of data.



## Matt Kohlbecker, RG

### Principal Hydrogeologist



Matt has 20 years of experience with a background in water resources, environmental investigations, and contaminant fate and transport modeling. A former employee of the Oregon Department of Environmental Quality (DEQ), Matt is well-versed in DEQ regulations, processes, and priorities. Matt's experience with DEQ processes and priorities helps him support our clients through a wide variety of environmental challenges. Matt has a deep understanding of state and federal regulations, contaminant fate and transport modeling, aquifer storage and recovery (ASR), and water well design and installation.

#### REPRESENTATIVE PROJECTS

#### EDUCATION

MS, Hydrogeology,  
University of Nevada, Reno

BS, Geology, Denison  
University, Ohio

#### PROFESSIONAL REGISTRATIONS

Registered Geologist:  
Oregon

#### DISTINGUISHING QUALIFICATIONS

- ✓ Expertise in UIC and cleanup regulations
- ✓ Experienced in well drilling and subcontractor oversight
- ✓ Expertise in stormwater problems and managed cleanup projects
- ✓ Experienced in field data collection
- ✓ Groundwater sampling and reporting
- ✓ Proficient in MODFLOW, MT3D, and MODPATH

**Subsurface Characterization in Support of Artificial Recharge, Central Area AR Project, Umatilla County, Oregon.** The Northeast Oregon Water Association and Umatilla County are developing an AR project near the Umatilla Army Depot as part of a regional water supply strategy that will facilitate economic development and provide environmental and public benefit to communities in northeast Oregon. Source water will be infiltrated at an infiltration basin, where it will migrate downward and recharge the aquifer. Matt is project manager for an effort to characterize subsurface soils and groundwater at the project site and apply for an AR Limited License from the Oregon Water Resources Department. The subsurface characterization will help the project team to determine storage volumes, infiltration rates, and estimated land requirements, and complete permitting documents.

**Preliminary Assessment of Aquifer Storage and Recovery (ASR) Alternatives, City of Hermiston, Oregon.** Matt is project manager for an evaluation of the City's ASR opportunities. Project work has included a review of relevant background information related to existing water system infrastructure, supply and demand information, groundwater supply, and water supply through the Port of Umatilla; the City's water rights relative to potential ASR source water authorization; and the OWRD ASR regulatory framework, including Umatilla Basin Plan and Critical Ground Water Area relative to potential ASR concepts. The project team evaluated hydrogeologic reports, mapping, well log data, and groundwater level monitoring data in the vicinity of the City's service area and worked with the City to identify goals and objectives relative to groundwater storage and developing ASR alternative concepts. GSI staff then developed preliminary planning-level cost estimates for implementation of ASR alternative concepts and completed an alternative evaluation to identify the most cost-effective ASR opportunities.

**AR Limited License, Rudd Farms, La Grande, Oregon.** Rudd Farms has observed year-to-year groundwater level declines in its basalt irrigation well, which has resulted in reduced well yield. The declines likely occur because the basalt aquifer is not connected to sources of modern recharge. Matt is helping Rudd Farms obtain a Limited License for Artificial Recharge (AR) that involves recharging the basalt well with alluvial groundwater to create a sustainable groundwater supply. Matt assisted Rudd Farms with feasibility assessments (from the perspectives of recharge capacity and groundwater quality) and system improvements to meet DEQ's groundwater protection rules. The Oregon Water Resources Department issued the limited license in July 2021, and Rudd Farms plans to implement the first cycle of ASR in the winter of 2022.

**Contaminant Fate and Transport Modeling, City of Portland, Bureau of Environmental Services (BES), Oregon.** Some sites in the City have contaminated soil and green stormwater infiltration facilities (e.g., swales, rain gardens) have the potential to mobilize contaminants and transport them to groundwater. Under this on-call watershed contract, Matt has worked collaboratively with the City and DEQ to develop fate and transport modeling protocols to assess this potential pathway to groundwater that supports the City's assessment framework. The modeling simulates contaminant partitioning from the soil phase to the liquid phase, and leaching of the contaminants from the soil to the groundwater. Matt has supported the City in discussions with DEQ to obtain regulatory approval of the approach. DEQ approved the City's modeling and approach in July 2020, and Matt is currently assisting the City with development of an Intergovernmental Agreement and Guidance that will facilitate implementation of the approach.

**Groundwater Modeling, Artificial Recharge Simulations, Echo Meadows, Oregon.** Matt generated a transient numerical model for Echo Meadows, Oregon, with the objective of understanding uncertainties associated with the lag time for recharged water to discharge to the Umatilla River. The model was used to demonstrate that the aquifer storage parameter is the most important variable for an increased flux at the river. Recommendations were made for increased aquifer testing to more accurately measure the aquifer storage parameter.



## Suzanne de Szoeki

### Water Resources Consultant



Suzanne has 14 years of experience specializing in watershed management and planning. Her expertise includes water rights management, water management and conservation plan (WMCP) development, and water conservation program development and support. She has experience working with watershed councils, state and federal agencies, irrigation districts, municipalities, and landowners. Suzanne also has worked in Latin America and is fluent in Spanish.

#### REPRESENTATIVE PROJECTS

#### EDUCATION

PhD, Environmental Engineering Sciences, University of Florida

MS, Environmental Engineering Sciences, University of Florida

BA, Biology, Wellesley College

#### DISTINGUISHING QUALIFICATIONS

- ✓ Expertise in watershed management and planning
- ✓ Experience developing water conservation outreach programs and materials
- ✓ Experience in water rights management, including preparation of Water Management and Conservation Plans
- ✓ Experience developing source water protection plans

**Facilitation and Development of Basin Initiatives, Partners of the North Santiam, North Santiam Watershed Council, Oregon.** Suzanne is project manager for an effort to help the Partners of the North Santiam identify and develop three focused basin initiatives. Work includes assisting with workshop planning and content preparation and facilitation of quarterly workshops. As these workshops progress, Suzanne will help prioritize projects and develop a monitoring framework, stakeholder engagement strategy, and fundraising plan for each initiative.

**Mid-Coast Water Conservation Consortium (MCWCC), Oregon.** In 2021, Suzanne helped form the MCWCC, a group of water providers on Oregon's Mid-Coast working together to promote water conservation, improve resiliency to droughts and water supply emergencies, and increase coordination among local water providers. Members currently include the Cities of Lincoln City, Newport, Toledo, Waldport, and Yachats, and Seal Rock Water District. Suzanne is leading GSI's efforts to implement activities for the MCWCC, including developing water conservation outreach materials targeting water customers, identifying and purchasing water conservation items for MCWCC member distribution, developing an elementary school lesson, conducting outreach to other Mid-Coast water providers to encourage their participation in the MCWCC, and developing an annual work plan for fiscal year 2022–2023.

**Place-Based Water Planning, Mid-Coast Water Planning Partnership (MCWPP), Newport, Oregon.** GSI was part of the consulting team that initiated the place-based water planning effort on the Mid-Coast of Oregon. Suzanne worked with the Coordinating Committee to develop the work plan for characterizing the water resources of the Mid-Coast. This effort included collaborating with a diverse set of stakeholders to develop a work plan (Step 1) that would provide a baseline understanding of the current status of water resources in the planning area and to identify data gaps. Suzanne then helped develop several technical reports characterizing the region's water resources, including an assessment of water quantity, infrastructure, water quality, and ecology in the watershed (Step 2). Suzanne was also involved in Step 3 to establish the framework that the MCWPP used to form technical work groups and the tools the work groups used to identify and further define current and future water needs.

**Drinking Water Protection Plan, City of Yachats, Oregon.** Suzanne managed the development of a Drinking Water Protection Plan that identified threats to the City's water supply and described effective strategies to reduce or prevent risks to the water supply in the future. The project included forming a working group of representative stakeholders; leading and facilitating stakeholder meetings; and gathering, reviewing, and analyzing water supply data. She led the development of the plan, which was approved in August 2021 by the Oregon Department of Environmental Quality (DEQ). In its approval letter, DEQ described the plan as "well-organized and thorough," and wrote: "Yachats' Plan will now serve as an outstanding example for other water systems interested in developing their own protection plans."

**Cooperative Watershed Management Program, Santiam Water Control District, Oregon.** Suzanne is project manager for an effort to help the North Santiam Watershed Stakeholders to (1) integrate existing watershed planning efforts, (2) continue to build trust across the watershed and increase stakeholder participation and engagement, and (3) develop a shared understanding of watershed challenges and interdependency among all stakeholders. Tasks will include meeting with stakeholder groups, preparing presentation materials, aligning watershed outreach materials, developing a contact list for outreach and education, and planning and holding a leadership symposium. From there, GSI will help to implement drought contingency planning actions and help ensure coordination across watershed resiliency planning efforts and projects. In 2018, GSI developed a successful grant application to obtain funding for this project from U.S. Bureau of Reclamation under the WaterSMART Cooperative Watershed Management Program.



## Owen McMurtrey Water Resources Consultant



Owen has 8 years of experience providing water rights and resource planning support to a range of public and private clients. He is knowledgeable about Oregon water policy, and works with clients to project water demand and understand constraints on water availability using hydrologic and water rights data. He also assists clients with Water Management and Conservation Plan (WMCP) development, permit applications, permit amendments and water rights transfers, and permit extension applications.

### REPRESENTATIVE PROJECTS

#### EDUCATION

MS, Water Resource Policy and Management, Oregon State University

BA, Environmental Studies focused on Conservation and Development, Carleton College

#### SAFETY TRAINING

First Aid/CPR/AED

#### DISTINGUISHING QUALIFICATIONS

- ✓ Experience in water rights management, including preparation of water right-related application documents
- ✓ Skilled in building and managing water right databases for analysis of water rights transactions and supply and demand scenarios
- ✓ Experience organizing technical information for presentations
- ✓ Experience resolving contentious water resource issues by working with disparate stakeholder groups to develop consensus solutions
- ✓ Excellent communication skills

**Preliminary Assessment of Aquifer Storage and Recovery (ASR) Alternatives, City of Hermiston, Oregon.** To evaluate the City's ASR opportunities, Owen assisted in reviews of relevant background information related to existing water system infrastructure, supply and demand information, groundwater supply, and water supply through the Port of Umatilla; the City's water rights relative to potential ASR source water authorization; and the OWRD ASR regulatory framework, including Umatilla Basin Plan and Critical Ground Water Area relative to potential ASR concepts. Hydrogeologic reports, mapping, well log data, and groundwater level monitoring data in the vicinity of the City's service area were also evaluated. Owen worked with the City to identify goals and objectives relative to groundwater storage and developing ASR alternative concepts. GSI staff then developed preliminary planning-level cost estimates for implementation of ASR alternative concepts and completed an alternative evaluation to identify the most cost-effective ASR opportunities.

**Water Rights Inventory and Audit for a Real Estate Transaction, Boardman, Oregon.** The law firm Davis Wright Tremaine LLP hired GSI to conduct a water rights inventory and audit on behalf of its client, Farmland Reserve, Inc. which was purchasing an agricultural property in Boardman.. Owen provided a desktop review of water rights information, confirmed the location and status of use of water rights, and developed maps of water rights places of use.

**Statewide Water Rights Project, Oregon Department of Transportation (ODOT).** Owen provided technical support for the development of a comprehensive inventory of over 300 ODOT properties and their water sources. GSI conducted a survey of ODOT staff regarding water use at properties with self-supplied water (water not obtained from a water supplier, such as a city) and reviewed maps, well records, and water rights information. GSI then developed recommendations for water rights management actions (new permits, transfers, certificate requests, etc.) for each site. GSI is currently assisting ODOT with implementation of recommendations, including water rights transactions for ODOT property in Boardman.

**Water Rights Consulting Services, City of Bend, Oregon.** GSI is the City's water rights consultant of record. Under this contract, Owen provides ongoing consulting services related to strategic water supply planning, water rights maintenance, and coordination with Deschutes Basin stakeholders. GSI tracks Tumalo Creek streamflows and evaluates the impact of Tumalo Irrigation District instream leases and allocations of conserved water on streamflows and flow management in the creek. Owen has also worked to develop and implement the City's intergovernmental agreement with Tumalo Irrigation District to support cooperative management of Tumalo Creek.

**Integrated Water System Master Plan (iWSMP), City of Bend, Oregon.** As a subcontractor to Murraysmith, GSI is providing support for water supply planning efforts. As the project manager for GSI's work, Owen oversees the development of the City's Water Management and Conservation Plan and GSI's contributions to the iWSMP. Using water demand projections developed by Murraysmith and telemetry data of the pumping time and rate of the City's groundwater wells, GSI has projected the City's need for Deschutes Groundwater Mitigation Program credits and is developing a strategy to maximize the use of the City's existing supply of credits.

**Deschutes Basin Study, Deschutes Basin, Oregon.** The Deschutes Basin Study is a \$1.5 million effort funded by the Oregon Water Resources Department and the U.S. Bureau of Reclamation to identify and develop options to meet water supply and demand imbalances based on future projections. As part of GSI's work on the legal, policy, and economic aspects of meeting water supply and demand imbalances, Owen calculated demand for principal uses of water (municipal, irrigation, instream) using water rights information and flow data and summarized the information in memoranda for Basin Study Workgroup stakeholders.



## Leah Cogan *Project Water Resources Analyst*



Leah has 9 years of experience and specializes in watershed management and natural resources planning. Prior to joining GSI, she worked as a grant writer for 6 years, successfully securing more than \$7 million in grant funding for nonprofit youth conservation corps and drafting environmental impact analyses for habitat restoration and trail projects. At GSI, she assists with water rights applications and transfers, due diligence research, and multiple aspects of water resources planning and development.

### REPRESENTATIVE PROJECTS

**Drinking Water Protection Plan, City of Yachats, Oregon.** Leah supported the development of a Drinking Water Protection Plan that identified threats to the City's water supply and described effective strategies to reduce or prevent risks to the water supply in the future. The project included forming a working group of representative stakeholders, facilitating stakeholder meetings, and gathering, reviewing, and analyzing water supply data. Leah helped write the plan, which was approved in August 2021 by the Oregon Department of Environmental Quality (DEQ). In its approval letter, DEQ described the plan as "well-organized and thorough," and wrote: "Yachats' Plan will now serve as an outstanding example for other water systems interested in developing their own protection plans." Following approval of the plan, she assisted the City in securing grant funding for implementation.

**Dunal Aquifer and Water Rights Consulting Services, Coos Bay – North Bend Water Board, Coos Bay, Oregon.** As project manager, Leah provides on-call water rights consulting services to the Coos Bay – North Bend Water Board. This work includes development of the annual report for the surface water monitoring plan for the Water Board's Special Use Permit to operate a dunal wellfield in the Oregon Dunes National Recreation Area. Leah manages a complex portfolio of surface water and groundwater rights for the Water Board to support projected future needs and meet regulatory requirements.

**Groundwater Sustainability Plans, Various Clients, California.** Leah served as project assistant for three complex groundwater sustainability plans (GSPs) developed for clients in Southern California. Leah was responsible for managing project schedules, facilitating client and public reviews, incorporating feedback into the documents, and ensuring that the GSPs contained all elements required by California's Sustainable Groundwater Management Act. With Leah's assistance, all three GSPs—totaling a combined 3,850 pages—were submitted to the California Department of Water Resources ahead of the deadline. She has also assisted with developing GSP annual report materials and coordinating submittals.

**Water Conservation Program Support, Oregon.** Leah supports GSI efforts to help clients develop, implement, and manage water conservation program measures. This work has included: developing outreach materials that promote indoor and outdoor water conservation (e.g., billing messages and inserts, newsletters, new customer flyers, website content, brochures, and customer water use assessments), developing rebate programs, creating booth presentations for events, and developing water conservation lessons for elementary school students. Clients include the Cities of Redmond, Prineville, Sutherlin, Fairview, and Jacksonville, and the Mid-Coast Water Conservation Consortium.

**Water Management and Conservation Plans (WMCPs), Various Clients, Oregon.** Leah supports the developing WMCPs for many Oregon cities and water providers. This work requires collecting information from clients, integrating information from relevant documents, analyzing and presenting data, and writing the WMCP in accordance with Oregon Water Resources Department (OWRD) requirements. In addition, this work involves addressing any comments from local affected governments and OWRD. A WMCP describes the historical water demand and consumption, historical water loss, water system, water rights, water conservation efforts, curtailment plan, future projections of water use, and the projected need for water under the client's water rights. Leah's WMCP clients include Wasco County, City of Fairview, City of Redmond, City of Lowell, Canby Utility District, and Port of Morrow.

**Water Rights Consulting, City of Redmond, Oregon.** GSI provides on-call water rights consulting services to the City. Leah's work has included an analysis of the City's projected demand for mitigation credits under the Deschutes Groundwater Mitigation Program, drought declaration messaging, an instream water rights transfer, and a permit amendment. She tracks the status and assignment of the City's mitigation credits on an ongoing basis.

### EDUCATION

MS, Water Resources Policy and Management, Oregon State University

BS, Natural Resources Planning and Interpretation, Humboldt University

BA, Evolutionary Anthropology, University of California, Davis

### DISTINGUISHING QUALIFICATIONS

- ✓ Experienced in watershed management and natural resources planning
- ✓ Proven track record of successful grant writing and management
- ✓ Knowledgeable about restoration planning and implementation, biological monitoring, plant identification, and water quality testing
- ✓ Skilled communicator and meeting facilitator



## Kathy Roush, LG, PG Principal Hydrogeologist



Kathy has more than 30 years of experience managing environmental projects in 10 states, Canada, and Europe. She works with clients, stakeholders, and regulatory agencies to address environmental issues and move contaminated sites toward development and site closure. Her experience includes managing projects in commercial/industrial, residential, and governmental facilities within an array of state and federal regulatory programs. As GSI's Environmental Practice lead, Kathy is responsible for overseeing her team's workload and performance. She is adept at managing multidisciplinary teams and staffing on-call contracts that require a range of services and specialties under tight timelines with little or no advance notice. She has dealt with a wide range of constituents of concern (COCs), including nitrates, nitrite, ammonia, chlorinated solvents, 1,4-dioxane, pesticides, polychlorinated biphenyls (PCBs), metals, polycyclic aromatic hydrocarbons (PAHs), petroleum, and dioxins/furans.

### EDUCATION

MS, Geology, California State University

BS, Geology, California State University

### PROFESSIONAL REGISTRATIONS

Licensed Geologist:  
Washington

Professional Geologist:  
California

### DISTINGUISHING QUALIFICATIONS

- ✓ Extensive experience managing sites impacted with VOCs, PCBs, dioxins/furans, DDX, pesticides, PAHs, metals, nitrates, and ammonia
- ✓ Extensive experience in the assessment and remediation of sites with groundwater, soil, air, and sediment contamination
- ✓ Experience supporting legal teams in identifying other PRPs, developing legal strategies, evaluating contaminant loading and chemical data, minimizing potential liabilities, etc.
- ✓ Strong working knowledge of federal environmental regulations including CERCLA and RCRA

### REPRESENTATIVE PROJECTS

**Environmental Services, Confidential Client, Oregon.** GSI provides technical support at an active manufacturing facility of specialty metals that is one of the largest and most complex Superfund sites in U.S. Environmental Protection Agency (EPA) Region 10. Kathy serves as senior project manager for the project. COCs include volatile organic compounds (VOCs), radionuclides, metals, pentachlorophenol, nitrate, and ammonia. The site required extensive characterization and evaluation of remedial alternatives for groundwater, surface water, and soil. EPA completed an Optimization Report and provided recommendations to move the site forward. Currently, GSI is helping to address these recommendations, including evaluating key areas of concern, evaluating and shutting down a pump-and-treat system that was no longer effective in removing significant mass, implementing an attainment analysis to demonstrate that cleanup goals have been achieved in several areas of concern, delineating dense nonaqueous phase liquids (DNAPL) limits for remedial design, and implementing remedial action to treat the DNAPL using enhanced in situ biotic and abiotic degradation. GSI has begun discussions with EPA to evaluate the potential of revising the applicable surface water standards for nitrate that are applicable based on ecological conditions.

**Assessment and Remediation System Design and Installation at Sprayfield Impacted with Nitrates, Agricultural Canning Facility, Wilson, North Carolina.** Prior to joining GSI, Kathy conducted this project to assess and remediate COCs at a sprayfield. Due to overapplication, the facility had nitrates, total dissolved solids, sulfate, and metals present in groundwater beyond the compliance boundary of their wastewater sprayfield. To renew their non-discharge permit, the state required remedial activities. Kathy completed a groundwater assessment to determine the horizontal and vertical extent of the plume. Using this data, Kathy developed a three-dimensional transport model to determine the appropriate wastewater application rates and design a pump and treat system to maintain concentrations of the constituents below applicable standards at the compliance boundary. The pump and treat system included the installation of seven wells placed along the perimeter of the field and within the sprayfield to address the accumulated COCs, which had accumulated within a stratigraphic low of the underlying confining unit. Kathy oversaw the installation of the treatment wells and above ground treatment system.

**Assessment of Treatment Lagoons Impacted with Nitrates, Vegetable Processing Facility, Bakersfield, California.** Prior to joining GSI, Kathy completed this assessment of nitrate-impacted lagoons. A major vegetable processing plant discharged vegetable cuttings to their stormwater impoundment. Over the course of years, the refuse collected resulting in groundwater and surface water impacted with nitrates and decreasing the dissolved oxygen (DO) levels. Kathy assessed the lagoon area and determined the vertical and lateral extent of impact. The assessment results were used to develop a remedial approach for the facility.

**Portland Harbor Superfund Site, City of Portland, Oregon.** GSI is assisting City staff and legal counsel in developing and implementing technical and policy actions that guide its participation as a participating party on this project. Kathy is serving as the senior project manager for the team assisting the City in assembling the necessary technical information required for the advocacy process. Kathy reviewed historical documents and reviewed existing forensic data to evaluate potential contribution by other potentially responsible parties (PRPs). Advocacy has begun to determine the project cost allocation and Kathy is now coordinating the GSI team in preparing responses to briefings developed by other parties. Kathy supervises GSI technical staff and ensures that proper resources are brought to the project to meet the diverse technical requirements.

**APPENDIX B**  
Signed Addendum





## PLANNING DEPARTMENT

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PO Box 40 • Irrigon, Oregon 97844  
(541) 922-4624

### Request for Proposal ("RFP") Water Coordination and Consulting Services ADDENDUM No. 1

This Addendum No. 1 ("Addendum") modifies the RFP which Morrow County published in the East Oregonian, Daily Journal of Commerce, Heppner Gazette and Morrow County website on October 10, 2022. This Addendum modifies the RFP as described herein. All RFP terms not specifically mentioned or affected by this Addendum remain in full force. This Addendum is hereby added as a part of the RFP.

The RFP is modified as described below. New language is indicated by bold print and underline. Deleted language is indicated by strikethrough.

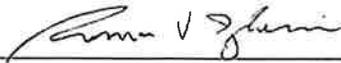
1. Question No. 1: Would the county consider it a conflict of interest for a proposer to be working directly with the Port of Morrow or similar agricultural entity or stakeholder?  
**The legal basis is not apparent and the county is not aware of any potential conflicts. However, county reserves the right to address potential conflicts in the contract.**
2. Question No. 2: What is the source of funding for this contract?  
**County General Fund.**
3. Question No. 3: What is the budget for this contract?  
**A budget amount has not been pre-determined.**

Proposers must acknowledge receipt of this Addendum in the space provided on the bottom of this page and return this page along with Proposal documents. Failure to do so may result in rejection of a Proposal.

The purpose of this Addendum is to answer questions, clarify information in the RFP, and make modifications to the RFP.

Any prospective Proposer who feels they have been adversely affected by these modifications must submit a written protest of this Addendum to the Single Point of Contact identified in RFP by **5:00 pm** (Pacific time) on **November 7, 2022** or protest will not be considered. Morrow County will not consider requests or protests of matters not added to or modified by this Addendum.

\*I hereby acknowledge having received this Addendum.

Authorized Signature: 

Print name of signer: Ronan Igloria

Date: 10/25/2022

Name of proposer: GSI Water Solutions, Inc.  
(Please Print)



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

(For BOC Use)
Item #
50

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

Presenter at BOC: H Paul Gray
Department: Emergency Management
Short Title of Agenda Item:

Date submitted to reviewers: 11/21/2022
Requested Agenda Date:

(No acronyms please) Update on Nitrate Emergency Fund Expenditures

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
H Paul Gray 11/21/2022 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Update on Nitrate Emergency Fund Expenditures.

## 2. FISCAL IMPACT:

Fiscal Year 2021-2022 - \$44,338.01

Fiscal Year 2022-2023 - \$80,664.40

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

Review expenditures on Nitrate Emergency Fund.

Attach additional background documentation as needed.

# NITRATE EMERGENCY

## Totals

Page	Amount
Response	8880.98
Filters & Install	57309.75
Advertising	15463.86
Water Delivery	24436.15
Temp Employees	5106.78
Testing	13804.89
<b>TOTALS</b>	<b>\$ 125,002.41</b>

# NITRATE EMERGENCY

## RESPONSE OPERATIONS

Date	Reference	Description	Amount
6/14/2022	Ck	Fuel - Sinclair	322.97
6/14/2022	Ck	Supplies	187.58
6/21/2022	Ck 192332	Fuel - Sinclair	105.47
6/21/2022	Ck 192332	Lock	25.99
6/23/2022	Ck 192040	Fuel - Sinclair	102.19
6/23/2022	Ck 192040	Canopy	248.00
6/23/2022	Ck 192332	Supplies	178.95
6/23/2022	Ck 192332	PH Meal	61.00
6/24/2022	Ck 192040	Misting Fans	574.91
6/27/2022	Ck 192040/192193	Canopy/Water Jugs	856.00
6/28/2022	Ck 192040	Tie Downs/Hitch	47.98
6/28/2022	Ck 192040	PH Debit Cards	4197.60
6/28/2022	Ck 192332	Fuel - Sinclair	75.00
6/29/2022	Ck 192040	Canopy/Hose Kit	138.97
6/29/2022	Ck 192040/192332	Fuel - Sinclair	164.01
6/30/2022	Ck 192040	Fuel - Sinclair	70.68
6/30/2022	Ck 192040	Buckets	14.94
6/30/2022	Ck 192231	Portable Toilet	78.83
7/5/2022	Ck 192040	Fuel - Sinclair	139.31
7/7/2022	Ck 192040/192332	Fuel - Sinclair	219.81
7/13/2022	Ck 192040	Fuel - Sinclair	96.90
7/14/2022	Ck 192040	Fuel - Sinclair	57.34
7/18/2022	Ck 192332	Fuel - Sinclair	37.51
7/20/2022	Ck 192332	Fuel - Sinclair	103.37
7/25/2022	Ck 192700	Fuel - Sinclair	41.98
7/26/2022	Ck 192700	Fuel - Sinclair	41.64
7/27/2022	Ck 192700	Fuel - Sinclair	43.55
7/31/2022	Ck 192466	Portable Toilet	156.24
8/2/2022	Ck 192700	Fuel - Sinclair	49.29
8/3/2022	Ck 192700	Fuel - Sinclair	34.27
8/17/2022	Ck 194700	Fuel - Sinclair	38.87
8/25/2022	Ck 192993	Fuel - Sinclair	95.99
8/30/2022	Ck 192993	Fuel - Sinclair	59.16
9/19/2022	Ck 193439	Water Dispenser	148.80
10/31/2022	Ck 193560	Garbage Service	65.88
<b>TOTAL</b>			<b>\$ 8,880.98</b>

# NITRATE EMERGENCY

## FILTERS & INSTALLATION

Date	Reference	Description	Amount
7/12/2022	Ck 192040	Water Filters	8,999.50
7/25/2022	Ck 192700	Water Filters	9,499.50
7/27/2022	Ck 192700	Filter Installation	9,525.00
10/10/2022	Ck 193397	Filter Installation	24,130.00
11/1/2022	Ck 193625	Water Filters	5,155.75
<b>TOTAL</b>			<b>\$ 57,309.75</b>



# NITRATE EMERGENCY

## WATER DELIVERIES

Date	Reference	Description	Amount
6/29/2022	Ck 192841	Water Reimburse	43.60
7/7/2022	Ck 192332	Water Deposit	600.00
7/28/2022	Ck 192841	Water Delivery Reimburse	49.95
7/31/2022	Ck 192353	Water Delivery	5159.00
8/22/2022	Ck 193290/193356	Cooler Rent/Fuel Surcharge	61.80
8/31/2022	Ck 192843	Water Delivery	5828.95
9/30/2022	Ck 192919	Water Delivery	6927.95
10/2/2022	Ck 193290	Cooler Rent/Fuel Surcharge	131.30
10/31/2022	Ck 193438	Water Delivery	5558.80
11/1/2022	Ck 193505	Water Delivery	74.80
<b>TOTAL</b>			<b>\$ 24,436.15</b>

# NITRATE EMERGENCY

## TEMPORARY EMPLOYEES

Date	Reference	Description	Amount
7/3/2022	Ck 191987	Temp Employee	249.26
7/17/2022	Ck 192189	Temp Employee	509.84
7/24/2022	Ck 192189	Temp Employee	662.05
7/31/2022	Ck 192563	Temp Employee	525.36
7/31/2022	Ck	Temp Employee	551.47
8/7/2022	Ck 192563	Temp Employee	633.48
8/14/2022	Ck 192563	Temp Employee	246.30
8/28/2022	Ck 192563	Temp Employee	831.26
9/7/2022	Ck 192731	Temp Employee	897.76
<b>TOTAL</b>			<b>\$ 5,106.78</b>

# NITRATE EMERGENCY

## TESTING

Date	Reference	Description	Amount
6/16/2022	Ck 192040	Water Testing	265.76
6/22/2022	Ck 192040	Water Testing	99.13
7/1/2022	Ck 192901	Water Testing	385.00
7/2/2022	Ck 192901	Water Testing	910.00
7/11/2022	Ck 192901	Water Testing	3745.00
7/18/2022	Ck 192901	Water Testing	1680.00
7/21/2022	Ck 192901	Water Testing	385.00
7/29/2022	Ck 192901	Water Testing	2450.00
8/5/2022	Ck 192901	Water Testing	1260.00
8/11/2022	Ck 192546	Water Testing	525.00
8/15/2022	Ck 192901	Water Testing	175.00
8/25/2022	Ck 192901	Water Testing	140.00
8/29/2022	Ck 192901	Water Testing	175.00
9/6/2022	Ck 192901	Water Testing	315.00
9/7/2022	Ck 192901	Water Testing	280.00
9/12/2022	Ck 192901	Water Testing	35.00
9/13/2022	Ck 192901	Water Testing	35.00
9/20/2022	Ck 193283	Water Testing	525.00
9/28/2022	Ck 193078	Water Testing	210.00
9/30/2022	Ck 193078	Water Testing	35.00
10/4/2022	Ck 193283	Water Testing	70.00
10/10/2022	Ck 193355	Water Testing	35.00
10/24/2022	Ck 193604	Water Testing	70.00
<b>TOTAL</b>			<b>\$ 13,804.89</b>



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Oregon Department of Human Services Grant Agreement for Nitrate Emergency water deliveries needing authorized signature by County. This agreement reimburses the County for all water deliveries from 1 July 2022 until 30 March 2023.

## 2. FISCAL IMPACT:

Revenue for County Emergency Management Budget Line for reimbursement of water deliveries.

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

Motion to sign agreement with the State.

Attach additional background documentation as needed.



**Grant Agreement Number 178249**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and

**Morrow County  
110 N Court St.  
Heppner, OR 97836  
Attention: Paul Gray  
Telephone: (541) 256-0122  
E-mail address: pgray@co.morrow.or.us**

hereinafter referred to as "**Recipient.**"

The Program to be supported under this Agreement relates principally to the ODHS'

**Office of Resilience and Emergency Management  
3406 Cherry Ave. NE  
Keizer, OR 97303  
Agreement Administrator: Max Seiler or delegate  
Telephone: (503) 890-2388  
E-mail address: max.seiler@dhsaha.state.or.us**

1. This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained . Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” may start on **July 1, 2022**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 30, 2023**. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by Recipient that has not been cured.
  
2. **Agreement Documents.**
  - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
    - (1) Exhibit A, Part 1: Program Description
    - (2) Exhibit A, Part 2: Disbursement and Financial Reporting
    - (4) Exhibit B: Standard Terms and Conditions
    - (5) Exhibit C: Subcontractor Insurance Requirements

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.
  - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.
  
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$55,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
  
4. **Contractor or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, ODHS’ determination is that:
 

Recipient is a subrecipient  Recipient is a contractor  Not applicable

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

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Morrow County

Street address: 110 N Court St, PO Box 788

City, state, zip code: Heppner, Oregon 97836

Email address: pgray@co.morrow.or.us

Telephone: (541)676-5605 Facsimile: ( )

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Wheatland Insurance Center

Policy #: 12261 Expiration Date: 7/1/2023

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. Recipient 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 Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient 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;
- (4) Recipient and Recipient'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>;

- (5) Recipient 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/SAM>;
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

6. **Signatures.** 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 the Agreement and any amendments so executed shall constitute an original.

**Morrow County**

**By:**

_____	Jim Doherty
Authorized Signature	Printed Name
Morrow County Chair	November 23, 2022
Title	Date

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

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)	_____
Department of Justice	Date

**EXHIBIT A**  
**Part 1**  
**Program Description**

**1. Program Purpose.**

On June 9, 2022, Morrow County declared a local state of emergency after domestic well water testing showed high levels of Nitrate contamination. The high levels of Nitrate contamination found during testing has caused drinking water within certain areas of Morrow County to be deemed unsafe for human consumption and has resulted in the need for safe drinking water to be distributed to Morrow County residents affected by the contamination.

ODHS is responsible for Emergency Support Function 6 (ESF-6), which includes Mass Care and food and water distribution. Pertaining to water, this includes assessment of water needs for areas impacted by disaster, identification of food and water resources, storage of food and water resources, monitoring the collection and sorting of all food and water supplies and establishing procedures to ensure that they are safe for consumption, coordinating transportation of food and water resources to impacted areas.

The purpose of this Agreement allows ODHS to reimburse Morrow County for the costs related to the purchase and distribution of safe drinking water they are providing to their residents who are affected by the Nitrate contamination.

**2. Recipient Responsibilities.**

Recipient shall be responsible for all aspects in the purchase and distribution of safe drinking to its residents, including, but not limited to, water vendor(s) coordination, water pickup and delivery logistics, and payment(s) to water vendor(s).

**3. ODHS Responsibilities.**

ODHS will reimburse Recipient for the actual costs Recipient incurs in providing and distributing safe drinking water to its residents, per the Recipient Reporting requirements set forth below in Section 4. and as set forth in Exhibit A, Part 2, Disbursement and Financial Reporting.

**4. Recipient Reporting.**

Recipient shall submit the following documentation each time Recipient submits an invoice to ODHS:

- a. Delivery Report:** Recipient shall submit a Delivery Report that includes the name(s) of the resident(s) who received water, resident(s) phone number(s) and address(s) (address(s) must include city), and date(s) water was provided to the resident(s).
- b. Required Backup Invoice Documentation:** Recipient shall provide all receipts and vendor invoices the Recipient has paid for in providing and distributing water for which they are seeking reimbursement.

## EXHIBIT A

### Part 2

#### Disbursement and Financial Reporting

##### 1. Expenditure of Grant Funds.

- a. ODHS will reimburse Recipient up to the monthly maximum reimbursement amount defined below upon ODHS's approval of Delivery Reports, Required Backup Invoice Documentation, and invoices submitted by the Recipient to ODHS. Total reimbursements made to Recipient shall not exceed the maximum not-to-exceed amount payable to Recipient as specified in Section 3. "**Grant Disbursement Generally.**" of this Agreement.
  - (1) ODHS will reimburse Recipient for their actual costs of providing and distributing water to its residents, up to a maximum of **\$6,000.00** per month.
  - (2) Recipient shall seek prior approval from ODHS if Recipient anticipates their total expenses for providing and distributing water to its residents will exceed the monthly maximum reimbursement amount of \$6,000.00. ODHS, at its sole discretion, may approve a monthly reimbursement that exceeds the monthly maximum reimbursement amount of \$6,000.00.

##### 2. Invoices.

- a. Recipient shall submit monthly invoices to ODHS for reimbursement of costs to provide and distribute water to Recipient's residents. All invoices must be submitted via email to [EmergencyManagement.Payments@dhsosha.state.or.us](mailto:EmergencyManagement.Payments@dhsosha.state.or.us), or to any other email address ODHS may indicate in writing to Recipient.
- b. All of Recipient's invoices must include the following information:
  - (1) This Agreement Number;
  - (2) Recipient Invoice Number;
  - (3) Invoice Date;
  - (4) Date range for which Recipient is requesting reimbursement; and
  - (5) Total reimbursement amount Recipient is requesting.
- c. ODHS will reimburse Recipient within 30 calendar days upon receipt of an acceptable and approved invoice, Delivery Report and Required Backup Invoice Documentation.

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## EXHIBIT B

### 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 ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **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 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 Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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 Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient 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 Recipient 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 Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require 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 Recipient'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. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (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 a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now

or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;
  - (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
  - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
  - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
  - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.
10. **Insurance.** All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
11. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
- a. Six years following final payment and termination of this Agreement;

- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 13. **Assignment of Agreement, Successors in Interest.**
  - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 14. **Resolution of Disputes.** 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. This Section shall survive expiration or termination of this Agreement.
- 15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- 16. **No Third Party Beneficiaries.** ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- 17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the

validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

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

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

This Section shall survive expiration or termination of this Agreement.

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 21. Merger Clause.** This Agreement 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.
- 22. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR

ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

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## EXHIBIT C

### Subcontractor Insurance Requirements

Recipient shall require its first tier contractor(s) (Contractor) 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, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### TYPES AND AMOUNTS

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**  Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. 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 **\$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000.00**.

**AUTOMOBILE LIABILITY INSURANCE:**  Required  Not required

**PROFESSIONAL LIABILITY:**  Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**  Required  Not required

**POLLUTION LIABILITY:**  Required  Not required

**EXCESS/UMBRELLA INSURANCE:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:** Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

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

**CONTINUOUS CLAIMS MADE COVERAGE:** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS's acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:** Recipient shall obtain from the Contractor 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. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. 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 ODHS 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 Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:** Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

**STATE ACCEPTANCE:** All insurance providers are subject to ODHS acceptance. If requested by ODHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS's representatives responsible for verification of the insurance coverages required under this Exhibit C.

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

(For BOC Use)  
 Item #  
5e

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

Presenter at BOC: Lindsay Grogan/John Bowles  
 Department: Human Resource/Sheriff's Office  
 Short Title of Agenda Item:  
 (No acronyms please)

Date submitted to reviewers: 11/3/2022  
 Requested Agenda Date: 11/23/2022

Patrol Lieutenant Job Description Approval

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 10 mins
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From: Through:  
 Total Contract Amount: Budget Line:  
 Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

<u>John A. Bowles</u> DATE	Department Director	Required for all BOC meetings
_____	Liaison Commissioner	Required for all BOC meetings
_____	County Counsel	*Required for all legal documents
_____	Finance Office	*Required for all contracts; other items as appropriate.
Lindsay Grogan	Human Resources	*If appropriate
11/3/2022		
DATE		

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

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

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

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

The Sheriff's Office would like to establish a full-time Patrol Lieutenant position. This position would be replacing the Operations Lieutenant. The Patrol Lieutenant would manage the Patrol division and be a direct line supervisor over the Patrol Sergeants.

There are 23 Deputy positions that would fall in this division.

-10 Patrol Deputies, 2 Sergeants, 2 School Resource Officers, 1 Marine, and 8 Reserves

The Patrol Lieutenant position is part of the Sheriff Office's restructure. The goal is to improve supervision, process, and overall public service..

**2. FISCAL IMPACT:**

The current budgeted position of Operations Lt. is on range 23 of the Non Union scale.

This Patrol Lt. position would replace it and falls on range 22 of the Non Union scale.

Thus the Sheriff's Office budget currently supports this position based on the personnel expenditures that are already appropriated.

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

Motion to approve the Patrol Lieutenant Job Description with no additional budget appropriations.

Attach additional background documentation as needed.

## POSITION DESCRIPTION

**Date Prepared:** September 06, 2022

**Position Title:** Patrol Lieutenant

**Department:** Sheriff's Office

**Supervisor:** Undersheriff

### **Position Overview:**

Under the direct supervision of the Undersheriff, the Patrol Lieutenant manages the Patrol Division. The Patrol Lieutenant is the direct line supervisor of the Patrol Sergeants. The Patrol Lieutenant performs a variety of advanced level professional, technical, supervisory and Patrol enforcement tasks.

### **Resources Influenced:**

**Annual Operating Budget:** Not in charge of budgets

**Employees in your chain-of-command:** 14 fulltime, 1 seasonal, 8 volunteers

### **Reporting Positions:**

Patrol Sergeant (2)

Patrol Deputy (10)

School Resource Deputy (2)

Marine Deputy (1)

Reserve Deputy (8)

### **Working Environment:**

Work is accomplished at the Sheriff's Office in Irrigon and Heppner, as well as in the field. This position is subject to call out and the hazards associated with law enforcement officers.

### **Qualifications:**

1. Education - Associate's Degree in Criminal Justice or equivalent training and experience.
2. Experience - Seven years of law enforcement experience. Patrol Sergeant experience preferred.
3. Certification - Advanced Certificate from the Board on Public Safety Standards and Training.
4. Equipment used-Shotgun, rifle, pistol, body wire, radio, computer, vehicle, calculator, copy machine, fax machine, telephone, DVD and photography equipment.
5. Knowledge and ability to apply federal, state and local laws, regulations and

ordinances.

6. Knowledge and ability to direct and conduct the processing of a crime scene.
7. Ability and skill to utilize accepted practices and techniques in the supervision, motivation and direction of patrol personnel.
8. Knowledge and ability to implement accepted policies, practices and techniques of the Sheriff's Office.
9. Knowledge and ability to implement wage and hour laws, hiring practices and other personnel regulations.
10. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, safety, operations and organization.
11. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
12. Valid Oregon Driver's License.

**Essential Job Functions:**

The essential functions include, but are not limited to, the following. Additional functions may be identified and included by the Sheriff or Undersheriff.

1. As needed, could act as "Sheriff" in the event the Sheriff and Undersheriff are unavailable. All Lieutenants will be notified prior to this situation.
2. Inspects, reviews and monitors work of subordinates.
3. Inspects vehicles, equipment and supplies as part of basic equipment maintenance.
4. Researches, reviews and interprets policies, rules, procedures and laws.
5. Commends, applies corrective action, and assigns performance evaluations to subordinates.
6. Completes and/or reviews reports and necessary documentation.
7. Conducts training and identifies training needs of personnel.
8. Performs supervisory functions involving personnel utilization and counseling.
9. Directs and coordinates activities of an assignment.

10. Conduct thorough background investigations on new employees.
11. Coordinate Search and Rescue training and missions.
12. Perform as Oregon Certified Medicolegal death investigator for Morrow County For the Oregon State Medical Examiner's Office.

**Primary Job Duties: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive.**

**Job Duty Outline:**

- A. Supervise the execution of search warrants.
- B. Coordinate and assist with investigations.
- C. Make arrests and issue citations.
- G. Provides oversight of Patrol Division mission and activities.

**II. Receive and respond to requests and calls from citizens.**

- A. Determine nature of call.
- B. Determine appropriate response.
- C. Respond to requests for assistance from other law enforcement agencies.

**III. Department Organization**

- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
- B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
- C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County received funding through agreement #35263 5311 formula funding for a one-time purchase in the amount of \$55,723 for dispatching software and any equipment necessary to implement the software. This software will support the operation of our demand response service.

On October 4, 2022 a request for quotes (RFQ) was released on Oregon Buys and the Morrow County website for this purchase, the RFQ closed on November 1, 2022. At this time the review panel met and scored the quotes received, our review was based on the criteria established in the RFQ, see attached score sheet in your packet. Upon award, training and implementation schedule will follow, see attached schedule.

## 2. FISCAL IMPACT:

\$42,310 from budget #504

\$4,345 from budget #216 - Match

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

Motion to award Ecolane the contract for dispatching software and implementation in the amount of \$42,310, contract signed by Chair Doherty.

Attach additional background documentation as needed.



## MORROW COUNTY PUBLIC TRANSIT – THE LOOP

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

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**Date: 10/4/2022**

**Quote deadline: 10/18/2022**

Morrow County Public Transit – The Loop is seeking dispatching software to assist with our demand response program.

**Program Description:**

Morrow County Public Transit - The Loop, riders must call to schedule rides through our dispatching office, these hours are Monday - Friday 8 am - 5 pm. Rides are accommodated outside of office hours if scheduled in advance, rides are fare-free. This service will expand access to healthcare, human services, shopping, and recreational events. Morrow County residents travel long distances to access medical services outside of Morrow County.

**Project Need:**

The Loop is seeking dispatching software that provides the following functions; Cloud-based serviceability to access the system remotely, Technical support, System Security Management, Training, Pre & Post Trip Inspection, Daily Manifest, Driver Time Management, Data Reporting, GTFIS Compatible, Customizable Ridership Data Entry, and Warranty Information.

**Fleet:**

The Loop currently operates nine (9) demand response transit vehicles, seven (7) minivans, and two (2) 14-passenger cutaways.

**Vehicle Hardware:**

All vans and other demand response vehicles are equipped with Android tablets from Connexionz. Model K86. Specifications are attached.

All K86 tablets have CNX tracking software pre-loaded on the units which track the vehicles within Connexionz AVL

During deployment, vendors should help onsite or work remotely with Morrow County staff to load the demand response driver dispatching software to the Android tablet.

Submission Criteria must include the following:

1. Describe how your software meets the “Project Need Criteria”
2. Quote Pricing Breakout to include
  - a. Software
  - b. Training

- c. Installation
- d. Shipping
- e. Warranty
- f. Annual Hosting Fees
- g. Any other relevant information that may be needed.

Quote Submission Detail:

Please note that all correspondence about this quote request will be addressed Katie Imes, Morrow County Transit Manager at [kimes@co.morrow.or.us](mailto:kimes@co.morrow.or.us). Please send your questions to [kimes@co.morrow.or.us](mailto:kimes@co.morrow.or.us) by October 13<sup>th</sup>, 2022 5 pm PST. The final submission of the quote is due October 18<sup>th</sup>, 5 pm PST. We look forward to receiving your quote

**Katie Imes**  
**Morrow County**  
**Transit Manager**  
P.O. Box 495  
Heppner, Or. 97836  
Office: 541-676-5667  
Cell: 541-256-6106



*"It's Time to Get Going"*



# Quotation

940 West Valley Road, Suite 1400  
 Wayne, PA 19087  
 844-ECOLANE  
 sales@ecolane.com

Date: 10/12/2022

Quote Valid Until: 12/11/2022

Quote Prepared For:  
 Katie Imes  
 Morrow County Public Transit - The Loop  
 P.O. Box 495  
 Heppner, OR 97836  
 (541) 256-6106  
[kimes@co.morrow.or.us](mailto:kimes@co.morrow.or.us)

Morrow County RFQ  
 Tommy Jack  
[tommy.jack@ecolane.com](mailto:tommy.jack@ecolane.com)  
 (484) 653-9715

Number of Vehicles: 9

### OPTION 1: Traditional Pricing Model

Core Licenses Subtotal**	\$30,240
Recurring Items	\$0
Non-recurring items	\$300
Services	\$11,770
<b>TOTAL FOR YEAR 1</b>	<b>\$42,310</b>
Annual cost for years 2-5, per year	\$8,640

### OPTION 2: Hybrid Pricing Model

Core Licenses Subtotal**	\$27,090
Subscription and Recurring Items	\$2,230
Non-recurring items	\$0
Services	\$11,770
<b>TOTAL FOR YEAR 1</b>	<b>\$41,090</b>
Annual cost for years 2-5, per year	\$9,970

### OPTION 3: SaaS Pricing Model - 5 years

Core Licenses and Subscriptions Year 1 Cost	\$13,840
Non-recurring Items	\$0
Services	\$11,770
<b>TOTAL FOR YEAR 1</b>	<b>\$25,610</b>
Annual cost for years 2-5, per year	\$13,840

### OPTION 4: SaaS Pricing Model - 3 years

Core Licenses and Subscriptions Year 1 Cost	\$15,840
Non-recurring Items	\$0
Services	\$11,770
<b>TOTAL FOR YEAR 1</b>	<b>\$27,610</b>
Annual cost for years 2-3, per year	\$15,840

10/12/2022  
 Date   
 Spiro Gjorgjievski,  
 President

Date Customer

**THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:**

**Payment Terms:**

Option 1: 75% due at system set up, 20% due at completion of training, 5% due at system acceptance. Annual due 1 year from contract signing.

Option 2: Year 1 total Schedule of payment for this portion same as Option 1 year 1 cost. Core licences paid in Year 1, with Value Adds paid as SaaS annual payments in Years 1-5.

Options 3 and 4: Year 1 total Schedule of payment for this portion same as Option 1 year 1 cost. Software as a Service (SaaS) with annual payments over years 2-5 for remainder.

Implementation/Training assumes 8 hrs. per day on-site excluding weekends and holidays.

All prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.

Prime contractor may purchase Android tablets and airtime for Tablets through cellular provider. Prices for tablets range from \$0 to \$499 depending on carrier. Please coordinate your cellular provider/tablets with Ecolane prior to ordering hardware.

Upgrade and webinar training is included for upgrades, additional on site or new employee training is charged using Training day rates as applicable.

\*Data plan does not include web browsing, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for data plan and any overages unless otherwise noted.

\*\*All license costs include annual hosting, support & licensing fees due 1 year from contract signing set at 20% of MSRP.

### Core Licenses Included

9	<b>Ecolane Evolution and MDT Software Licenses</b> Core Ecolane Software. Includes licenses for core system, driver MDT's, and map data. Priced per vehicle with unlimited users
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### Value Added Items Included

9	<b>INSPECT annual subscription</b> Pre/Post Trip Inspection functionality on MDTs Do away with paper, and let your drivers do their vehicle inspections on their Ecolane tablet. Requires Ecolane software. Priced annually per vehicle on subscription. License fee applies to traditional pricing. \$2,500 annual minimum charge applies
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### Non-Recurring Items Included

9	<b>INSPECT Licenses and Setup</b> Pre/Post Trip Inspection functionality on MDTs Subtotal includes \$300 site setup fee Priced per vehicle. If 10 vehicles or fewer, setup is waived and \$2,500 annual site subscription minimum applies
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### Professional Services Included

3	Remote setup and installation. Includes implementation project management, remote server setup, and remote training 8-hour work days
5	Onsite Operational Review, Training, and Go-live days (8 hr. work days) Includes travel
1	Travel for onsite services Priced per trip

**Morrow County Public Transit Dispatching Software RFQ Evaluation Worksheet 11/2022**

Evaluator 1 - Heidi Turrell					
Evaluator 2 - Katie Imes					
Evaluator 3 -					
<b>Technical Scores</b>	<b>Ecolane</b>	<b>Qryde</b>	<b>Spare Labs</b>	<b>Trans Loc</b>	<b>Transware</b>
<b>Software- Cloudbased, remote access, system security, pre &amp; post trip inspection, daily manifest, driver time management, data reporting, GTFS, custom ridership data entry. (Maximum 45 Points)</b>					
Heidi	45	36	37	35	40
Katie	45	35	38	35	30
<b>Total Score</b>	<b>90</b>	<b>71</b>	<b>75</b>	<b>70</b>	<b>70</b>
<b>Training &amp; Technical Support (Maximum 20 Points)</b>					
Heidi	20	10	13	10	15
Katie	18	10	8	5	5
<b>Total Score</b>	<b>38</b>	<b>20</b>	<b>21</b>	<b>15</b>	<b>20</b>
<b>Cost (Maximum 25 Points)</b>					
Heidi	25	12	12	5	6
Katie	25	15	10	8	9
<b>Total Score</b>	<b>50</b>	<b>27</b>	<b>22</b>	<b>13</b>	<b>15</b>
<b>Warranty (Maximum 10 Points)</b>					
Heidi	8	3	0	0	0
Katie	8	5	0	5	0
<b>Total Score</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>5</b>	<b>0</b>
<b>Total Score</b>					
<b>Met ALL Proposal Requirements in RFP (0 Points)</b>					
Evaluator 1	Yes	Yes	No	No	No
Evaluator 2	Yes	Yes	No	No	No
Evaluator 3					
<b>Total Score</b>					
<b>Grand Totals</b>	<b>194</b>	<b>126</b>	<b>118</b>	<b>103</b>	<b>105</b>

**Morrow County Public Transit Dispatch Training and Implementation Schedule  
Approximately 66-77 days**

**Implementation Milestones**

**Initiation**

- Kickoff
- Operations Assessment
- System Walkthrough
- Data Collection Walkthrough
- Risk Assessment
- Requirements Matrix
- User Needs and Access Overview, Collection and Installation

**System Design-Build**

- Initial System Build
- Stage 1 QC Complete

**Collection of Phase I Data**

**Collection of Phase II Data**

**Subscription and Group Trip Review and Collection**

**Operational Features and Functionalities Overview**

**Hardware Programming, Installation**

**Testing**

- Stage 2 QC Complete
- Factory Acceptance Testing
- User Acceptance Testing

**Training and Go Live**

- LMS and On-Site Training
- Go-Live Support
- Full System Go-Live

**System Acceptance Testing**



**MASTER AGREEMENT**

(Signature Page)

**ECOLANE USA INC.**, a Delaware corporation ("Ecolane"), and the customer whose name appears below ("Customer") hereby enter into, as of the Effective Date set forth below, this Master Agreement consisting of the Standard Terms and Conditions and Exhibit A, which are attached hereto and incorporated herein for all purposes.

<b>CUSTOMER INFORMATION</b>	
Customer Legal Name	Morrow County
State of Incorporation / Organization	<b>Oregon</b>
Type of Legal Entity	
Notice Contact Information	Attn: Katie Imes Transit Manager kimes@co.morrow.or.us P.O. Box 495 Heppner, Or. 97836 Phone: 541-256-6106

**IN WITNESS WHEREOF**, the parties have duly executed this Master Agreement by the duly authorized signatures below as of \_\_\_November 23rd\_\_\_\_\_ 2022\_\_\_ (the "**Effective Date**").

**Morrow County, OR**  
P.O Box 495  
Heppner, OR 97836

**ECOLANE**  
940 West Valley Road, Suite 1400  
Wayne, PA 19087

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## ECOLANE MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

This Master Agreement ("Agreement") sets out the terms and conditions pursuant to which Customer may from time to time access, use or license one or more computer software products from Ecolane and obtain from Ecolane such support, professional and other services.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I.

#### ORGANIZATION AND RULES OF CONSTRUCTION

1. **Organization.** These standard terms and conditions are divided into five Articles: Article I Organization and Rules of Construction, Article II Definitions, Article III Term License, Article IV Software as a Service (SaaS), and Article V General Terms and Conditions. The terms and conditions in Articles I, II, and V apply during the entire term of this Agreement and to all Licensed Software and Services. Article III applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify a Term License. Article IV applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify SaaS. The terms and conditions under either Article III or IV will be inapplicable unless Customer and Ecolane contract for a Term License or SaaS governed by them, respectively. It is acknowledged that licenses, or rights to access and use, for a Term and SaaS may operate concurrently from time to time, as selected by Customer on the Orders.

### ARTICLE II. DEFINITIONS

2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth herein:

2.1. "Access Term" means the term for which Ecolane has agreed to provide Customer with Hosting Services pursuant to the applicable Order.

2.2. "Authorized Users" means the Customer's employees, representatives and contractors who have a legitimate need to use the Licensed Software for Customer's internal business purposes, and with respect to contractors, are bound by obligations of confidentiality with respect to the Licensed Software substantially the same as those of Customer under this Agreement.

2.3. "Customer Data" means information, data and other content, in any form or medium, that is inputted into the

Hosting Services by Customer or an Authorized User.

2.4. "Derivative Works" means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensation, or any other form in which a work may be recast, transformed, or adapted.

2.5. "Documentation" means, when used with respect to the Licensed Software, all documentation, technical manuals, operator and user manuals, flow diagrams, file descriptions and other written information provided by Ecolane that describes the functions, operational characteristics and specifications of such software.

2.6. "Fees" means the license, subscription, support, professional, hosting or other fees set out in an Order.

2.7. "Hosting Services" means the services offered by Ecolane to establish the Hosted Environment on behalf of Customer, where such Hosted Environment hosts and makes available the Licensed Software to Customer and its Authorized Users of such Licensed Software as a service over the internet.

2.8. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.

2.9. "Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time.

2.10. "Licensed Software" means the computer software products, mobile applications, and other technology which Ecolane licenses to, or grants the right to access and use to, Customer as set out in the applicable Order.

2.11. "Professional Services" means any consulting, implementation, configuration or other professional services that are described in an Order. Support Services and any hosting services are not Professional Services.

2.12. "Services" means the Professional Services and Support Services.

2.13. "Support Services" means those support and maintenance services set forth on Exhibit A.

2.14. "Updates" means all new releases, versions, enhancements, updates, corrections, patches, bug-fixes, or other modifications (regardless of how characterized) to the



Licensed Software.

### ARTICLE III. TERM LICENSE

#### 3. Scope of License.

3.1. Grant. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on Ecolane's provided hardware, as agreed by the Parties in an Order and in accordance with Sections 7 and 8 of this Agreement; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware in accordance with Section 3.2, the Documentation, and in the number of copies of the Licensed Software permitted by the applicable Order (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

3.2. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by Section 3.1; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design,

construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

### ARTICLE IV. SOFTWARE AS A SERVICE (SAAS)

#### 4. SaaS Services.

4.1. Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Ecolane shall host the Licensed Software on Ecolane's hardware, during the Access Term, as agreed by the Parties in the applicable Order and in accordance with Sections 7 and 8 of this Agreement.

4.2. Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 4 is a services agreement and Ecolane will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

4.3. Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement and Orders may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Ecolane, nothing in this Agreement or Documentation shall be construed to confer any license to any of Ecolane's intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

4.4. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use

granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

## **ARTICLE V. GENERAL TERMS AND CONDITIONS**

5. **Orders.** Each time Customer wishes to license, or access and use, Licensed Software from Ecolane or to have Ecolane perform services, the parties will enter into an order specifying (a) the Licensed Software to be licensed by Ecolane to Customer, (b) the Licensed Software to be accessed and used by Customer, (c) the services to be provided, (d) the Fees, and/or (e) the term of such order (each, an "Order"). These Standard Terms and Conditions are hereby incorporated into, and shall apply to, each Order.

6. **Customer Obligations.** Customer is responsible and liable for all uses of the Licensed Software obtained by

means of equipment, networks and computing environments provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software and Documentation by its Authorized Users or by any other third party to whom Customer or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Customer is also responsible for purchasing and licensing from applicable third parties the hardware and software required for operation of the Licensed Software and for maintaining current license and support relationships with such third parties as required to enable Customer's use of the Licensed Software.

### **7. Hosting Services.**

7.1. Overview. If set out in an Order, Ecolane will provide certain Hosting Services as described herein. During the Access Term, Ecolane shall provide the Hosting Services to Customer in accordance with this Agreement and applicable Order. As part of the Hosting Service, Ecolane is hosting the Licensed Software in the Hosted Environment in order for Customer and Authorized Users to be able to access such Licensed Software.

7.2. Hosted Service Delivery. Ecolane may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Ecolane may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Ecolane's products or services to its customers, (b) the competitive strength of, or market for, Ecolane's products or services, (c) such Hosted Services' cost efficiency or performance, or (ii) to comply with applicable law.

7.3. Technical Environments. Except as set out otherwise herein or in an Order, Ecolane will bear responsibility for the preparation, hosting, operation and maintenance of all facilities, hardware, software, and for installing and maintaining the Licensed Software (the "Hosted Environment") necessary to provide access to and use of the Hosting Services.

### **8. Use of Hosted Services.**

8.1. Customer Responsibilities. Customer will: (a) be responsible for its and its Authorized User's compliance with this Agreement and for all their acts and omissions as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Ecolane promptly of any unauthorized access or use of which Customer becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and



the Documentation; (e) comply with all Laws applicable to Customer's use of the Hosted Services; and (f) promptly and fully cooperate with Ecolane and make the necessary personnel and resources available to Ecolane for Ecolane to deliver the Hosted Services, as reasonably requested by Ecolane.

**8.2. Usage Restrictions.** Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 8.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

**8.3. Technical Requirements.** Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Ecolane, which may be amended from time to time. Ecolane neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

**8.4. Prohibited Uses.** Customer will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Ecolane; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Ecolane; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying,

disrupting or otherwise impairing Ecolane's, or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Hosted Services, networks or servers connected to Ecolane systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Ecolane customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Ecolane has no obligation to monitor Customer's use of the Hosted Services. However, Ecolane reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law, regulation, legal process or governmental request.

**8.5. Removal of Content.** If Ecolane is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, Ecolane may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

**8.6. Customer Data.** As between Ecolane and Customer, Customer owns the Customer Data. Customer grants to Ecolane and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including, but not limited to, as reasonably necessary or useful to perform and improve the Services and for the exercise of Ecolane's rights under this Agreement and for scenarios, including, but not limited to, data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to Ecolane that Customer has the right to grant the foregoing license and provide Customer Data to Ecolane in accordance with this Agreement. Ecolane may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, and use such data for lawful purposes, including for analytical and benchmarking purposes, for the development of new products and services, and to improve Ecolane's products and services.

**8.7. Security.** Ecolane will maintain commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Those safeguards will include measures designed to prevent access, use, modification, or disclosure of Customer Data except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by Law; or (c) as Customer expressly permits in writing. Customer shall protect and maintain the confidentiality of any logins, passwords or other



access credential supplied by Ecolane for use with the Hosted Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

## 9. Support Services.

9.1. General. All Support Services are included in purchases of SaaS Services of the Licensed Software for duration of such subscription term set out in the applicable Order. Where Customer has not elected to purchase SaaS Services and instead purchases a Term License, the Support Services must be purchased separately for an additional fee in an Order.

9.2. Limitations. Ecolane has no obligation to provide maintenance and support services, including Updates: (a) for any but the most current or immediately preceding version or release of the Licensed Software; (b) for any copy of Licensed Software for which all previously issued Updates have not been installed; (c) for any software or other products Customer has obtained from any third party; (d) for any Licensed Software that has been modified other than by Ecolane, or that is being used with any hardware, software, configuration or operating system not specified in the Documentation; or (e) if Customer is in breach under this Agreement.

## 10. Professional Services.

10.1. Professional Services. If specified in an Order, Ecolane will provide Professional Services to Customer in accordance with the applicable Order. Unless otherwise expressly set forth in an Order, Ecolane will own any deliverables, inventions, work product or other output of the Professional Services, including any improvements, enhancements, configurations, or other derivative works to the Licensed Software.

10.2. Ecolane Personnel. Each party shall appoint an employee to serve as a primary contact with respect to any Professional Services. In the event that any of Ecolane's personnel providing Professional Services do not perform to Customer's reasonable satisfaction, Customer shall promptly notify Ecolane in writing and Ecolane shall take appropriate actions to correct the issue, including and up to removing such personnel and replacing him or her with a suitable replacement. Ecolane is responsible for all Ecolane Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

10.3. Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Ecolane shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for

the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

## 11. Economic Terms.

11.1. General. Customer shall pay the Fees set out in the applicable Order in accordance therewith.

11.2. Fees and Payment. Customer shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Order, payment terms shall net 15 days from the date of invoice, which Customer may pay via ACH. Fees are non-cancelable, non-contingent, and once paid, non-refundable. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

11.3. Rate Changes. The parties agree that for Professional Services provided on a time and materials basis, Ecolane may increase its standard fee rates specified in the applicable Order upon written notice to Customer; provided, that Ecolane provides Customer written notice of such increase at least 30 days prior to the effective date of such increase. Further, all fees will automatically increase on the expiration of the Initial Term and each anniversary thereafter by the greater of (a) three percent (3%) or (b) one percent (1%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Department of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated.

11.4. Late Fees. If any invoiced amount is not received by Ecolane by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Ecolane, at its option, may suspend the Support Services or any other obligation arising hereunder, in whole or in part, if Ecolane does not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

11.5. Taxes. Customer shall be solely liable for any and all taxes arising in connection with its purchases of licenses or services hereunder other than any federal, state, local, or other taxes based on or measured by Ecolane's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

## 12. Warranties.

12.1. Limited Warranty. Ecolane represents and warrants to Customer that, during the term of the applicable



Order, the Licensed Software will operate substantially in compliance with its corresponding Documentation. Provided, however, Ecolane shall not be in breach of the foregoing warranty or otherwise responsible for any material defects in workmanship, design and material of the Licensed Software ("Defects") arising as a result of any of the following: (a) if the Licensed Software is used other than in accordance with this Agreement or its Documentation; (b) if the Defect is caused by a modification, update, add-on, integration, product, or service not provided by Ecolane; (c) any error or inaccuracy in data or information provided by Customer; or (d) any Customer unlicensed activities. Customer's exclusive remedy, and Ecolane's sole obligation, for the breach of the foregoing warranty shall be for Ecolane to provide commercially reasonable efforts to promptly correct, replace or provide a work around the Defect. Customer shall promptly notify Ecolane of any Defects in writing specifying the nature of the Defect and when it arose, but in no event later than thirty (30) days after the occurrence of a Defect.

12.2. Services Warranty. Ecolane warrants to Customer that it will provide the Services in a professional and workmanlike manner. Ecolane shall not be in breach of the foregoing warranty unless Customer notifies Ecolane in writing of the non-conforming Services within thirty (30) days of Ecolane's provision of such non-conforming Services. Ecolane shall thereafter use commercially reasonable efforts to re-perform the non-conforming Services so that they are conforming to the foregoing warranty or provide Customer a pro-rated refund for any non-conforming Services. This Section sets out Ecolane's entire obligation and Customer's exclusive remedy in respect of any breach of the warranty set out in this Section.

12.3. Hardware Warranty. Ecolane will pass through and assign to Customer the manufacturer's warranty (if any) for any hardware purchased from Ecolane if such manufacturer permits Ecolane to pass through and assign such warranty to Customer. Ecolane agrees to use commercially reasonable efforts to facilitate any hardware related warranty claim by Customer, but Customer acknowledges that it has no right to make a warranty claim directly against Ecolane for any hardware supplied by Ecolane.

12.4. Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Ecolane's end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Hosted Service; and (c) the provision and use of Customer Data as contemplated by this Agreement and any Hosted Service do not and shall not violate any of Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which

Customer is subject to.

12.5. Mutual Warranties. Each party represents and warrants to the other party: (a) such party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate or company action and do not violate in any material respect the terms of any law, regulation, or court order to which Ecolane is subject, (b) this Agreement is the valid and binding obligation of such party, in accordance with its terms, and (c) such party is not subject to any pending or, to such party's knowledge, threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder.

#### 12.6. Disclaimers.

12.6.1 EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN SECTION 12, THE SUPPORT SERVICES AND SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS SET OUT IN SECTION 12, NEITHER CUSTOMER NOR ECOLANE MAKES, AND EACH HEREBY DISCLAIM, ANY OTHER WARRANTIES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLANE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE, TECHNOLOGY, OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SUPPORT SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12.6.2 Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Ecolane shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other Ecolane property.

#### 13. Confidentiality.

13.1. Obligations. Each party (in such capacity



the "Receiving Party") shall hold the Confidential Information (as defined below) of the other party (in such capacity the "Disclosing Party") in strict confidence. The Receiving Party shall have the right to use the Confidential Information for the purpose of fulfilling its commitments and obligations to the Disclosing Party and as permitted by this Agreement. Except as permitted in the foregoing sentence or by prior written consent of the Disclosing Party, the Receiving Party shall not use, disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to use, disclose or distribute any Confidential Information; provided that the Receiving Party may disclose or distribute such Confidential Information to the following: (i) its officers, employees and directors who have a business need to know such Confidential Information; and (ii) its attorneys, accountants, consultants, agents, independent contractors or professional advisors (the "Receiving Party Agents") who have a business need to know such Confidential Information and are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. The Receiving Party shall be responsible for ensuring that the Receiving Party Agents comply with the terms of this Agreement and shall remain ultimately responsible for the use, disclosure or distribution of Confidential Information by the Receiving Party Agents. Any failure by the Receiving Party Agents to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. Except in connection with the purposes identified above, the Receiving Party shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of the Disclosing Party.

13.2. Confidential Information. "Confidential Information" means (a) the Licensed Software and non-public Documentation, (b) subject and terms of any and all potential or binding business transactions between the parties, and (c) all oral or written information, of whatever kind and in whatever form, and whether or not marked as "confidential," of the Disclosing Party, its employees, suppliers, or customers, including the identities thereof, that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by the Disclosing Party as confidential including past, present or future business and business activities, financial information, technical information, products, services, research and development, processes, techniques, designs, financial planning practices, client information (including clients' identities and any client-related data or information), and marketing plans.

13.3. Exceptions. Confidential Information shall not include any information which the Receiving Party can demonstrate (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party, (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances

subject to a requirement of confidentiality, or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement. Despite the obligations of Section 13.1, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court or administrative body; provided that, with regard to each such disclosure, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, shall cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto until the Disclosing Party has had a reasonable opportunity to resist such disclosure, unless the Receiving Party is ordered otherwise.

13.4. Ownership. All Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party or its employees, suppliers, or customers, as the case may be. Except as otherwise set forth in this Agreement, neither Ecolane nor Customer acquires any Intellectual Property Rights in the Confidential Information, including any rights to create Derivative Works of any Confidential Information, under this Agreement, except the rights to use such Confidential Information as permitted by this Agreement.

13.5. Unauthorized Disclosure. The Receiving Party shall (a) promptly notify the Disclosing Party if the Receiving Party discovers or is notified of an unauthorized disclosure or release of, or access to, the Disclosing Party's Confidential Information (each, an "Unauthorized Disclosure") to or by any person obtaining or reasonably believed to have obtained such Confidential Information, or access to such Confidential Information, from or through the Receiving Party, (b) reasonably assist the Disclosing Party in any action taken against the person(s) responsible for such Unauthorized Disclosure, and (c) take immediate corrective action to cease the existing Unauthorized Disclosure and prevent any other or future Unauthorized Disclosures.

13.6. Return of Confidential Information. Upon written request by the Disclosing Party at any time, the Receiving Party shall: (a) turn over to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or (b) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

13.7. Additional Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate



remedy at Law for a breach by the Receiving Party of its obligations under Section 13 and that such breach may result in irreparable harm to the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at Law.

13.8. Injunctive Relief. Customer acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Software and Documentation or copies thereof will (1) substantially diminish the value to Ecolane of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Ecolane's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software or Documentation, Ecolane shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

### 13.9. Collection and Use of Information.

13.9.1 Customer acknowledges that Ecolane may, directly or indirectly through the services of third parties, collect and store anonymized information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.

13.9.2 Customer agrees that Ecolane may use such information for any purpose related to any use of the Licensed Software by Customer (whether on Customer's equipment or hosted by Ecolane), including but not limited to: (a) improving the performance of the Licensed Software or developing Updates, or the hosting thereof; and (b) verifying Customer's compliance with the terms of this Agreement and enforcing Ecolane's rights, including all Intellectual Property Rights in and to the Licensed Software.

14. **Proprietary Rights.** Except as explicitly provided herein, Customer is not granted any rights or licenses in or to the Licensed Software, the Documentation, and Confidential Information of Ecolane, or any copyright, patent, trade secret or other proprietary or Intellectual Property Rights of Ecolane, and all such rights are and shall remain the exclusive property of Ecolane. Subject to the licenses or rights granted by Ecolane to Customer under this Agreement, Ecolane shall retain all legal and equitable right, title, and interest in and to the Licensed Software and Documentation. The licenses granted herein are personal to Customer. No rights are granted by implication, estoppel or otherwise. Only the rights expressly set out herein are granted. All other rights are reserved.

### 15. **Indemnification.**

15.1. Obligation to Defend and Indemnify. Ecolane will defend Customer and its officers, directors, employees, and contractors against any claim, suit, action or proceeding

brought by a third party alleging that Customer's receipt or use of the Licensed Software in accordance with this Agreement infringes any United States intellectual property right or misappropriates any trade secret of that third party (each, a "Claim"), and will pay all settlements agreed to by Ecolane and damages awarded against Customer by a court of competent jurisdiction as a result of a Claim; provided, however, Ecolane will have no obligations under this Section 15 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer; (b) use of the Licensed Software in combination with any materials, software, or equipment not supplied to Customer by Ecolane; (c) any modifications or changes made to the Licensed Software by or on behalf of any person or entity other than Ecolane; (d) the use of any version of the Licensed Software other than the most current release made available by Ecolane; or (e) Customer's breach of this Agreement.

15.2. Additional Remedy. If the Licensed Software, or any part thereof, becomes, or in the opinion of Ecolane may become, the subject of a claim of infringement or misappropriation, Ecolane may, at its option: (a) obtain a license for Customer's continued use of that Licensed Software in accordance with this Agreement; (b) replace or modify the Licensed Software so that it is no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and/or any Order, and upon return of the Licensed Software and all copies thereof, refund to Customer an amount calculated as follows: (i) for term licenses or SaaS Services to the Licensed Software, a pro-rated refund of prepaid amounts covering the unused remaining portion of the subscription term set out in the applicable Order, or (ii) for perpetual licenses to the Licensed Software, a pro-rated refund based on a three year useful life of the Licensed Software.

15.3. Conditions. As a condition to Ecolane's obligations under this Section 15, Customer shall (a) promptly give written notice of the Claim to Ecolane; (b) give Ecolane the right to control the defense of such claim at Ecolane's expense (provided, however, that Ecolane shall not agree to any settlement that requires Customer to pay damages or admit liability without Customer's prior written consent); (c) subject to foregoing (b), be permitted at its own expense to participate in any litigation, negotiations, and/or settlements related to a Claim with the counsel of its own choosing at its own expense; and (d) provide Ecolane all available information and commercially reasonable assistance requested by Ecolane in connection with the defense or settling of such Claim.

15.4. Sole Remedy. THIS SECTION 15 SETS OUT ECOLANE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY IN RESPECT OF ANY INTELLECTUAL PROPERTY CLAIMS AGAINST ECOLANE.

15.5. Customer's Duty. Customer will defend, indemnify and hold harmless Ecolane and its officers, directors,



employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or Ecolane's receipt or use thereof, violates the rights of any third party, including infringes any intellectual property or privacy rights; (b) arising from Customer's breach of Section 8.7; or (c) arising from Customer's failure to comply with applicable law (each of (a) – (c), a "Claim Against Ecolane") and will pay all settlements entered into and damages awarded against Ecolane as a result of a Claim Against Ecolane.

## 16. Limitations of Liability.

16.1. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST DATA, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

16.2. Damages Cap. IN NO EVENT WILL ECOLANE'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ECOLANE PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LIABILITY.

16.3. Integral Part of Arrangement. Section 15 and this Section 16 allocate the risks under this Agreement between Customer and Ecolane and are viewed by the parties as an integral part of the business arrangement between them. The pricing and other terms and conditions of this Agreement reflect this allocation of risk and the limitations specified herein.

17. **Inspections and Audits.** Customer shall maintain accurate and complete books and records in accordance with generally accepted accounting principles of all transactions occurring hereunder and its use of the Licensed Software. Customer will, upon at least 30 days' prior written notice, grant Ecolane reasonable access, on Customer's premises, to inspect such records and Customer's computer processing environment(s) in which the Licensed Software is installed or otherwise used to verify Customer's compliance with the provisions of this Agreement; provided that: (a) all such inspections shall take place during Customer's regular business hours, and (b) Ecolane shall use commercially

reasonable efforts to ensure that any such inspection does not disrupt Customer's business operations. If Ecolane reasonably determines that Customer is using the Licensed Software in a manner inconsistent with the provisions of this Agreement, in addition to all other rights or remedies Ecolane may have, Customer shall pay to Ecolane on demand the costs of the audit, if any, and the Fees applicable to such inconsistent use.

18. **Term; Termination.** This Agreement commences on the Effective Date and shall continue until terminated in accordance with its terms. This Agreement shall be effective as of the Effective Date and shall apply with respect to any Order entered into between the parties. The term of each Order shall be set forth in the applicable Order, and the term of each Order will automatically renew for subsequent terms of the same length unless written notification of non-renewal is received by the other party at least thirty (30) days prior to the end of the term. Either Customer or Ecolane may terminate this Agreement or any Order, effective upon written notice to the other party, if such other party, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof. Upon termination of this Agreement by Ecolane for Customer's breach, each Order shall automatically terminate. Upon the expiration or termination of any Order, the licenses or rights granted there under and the Support Services shall also terminate, and Customer shall cease using and destroy all copies of the Licensed Software and Documentation in its possession or control. No expiration or termination shall affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

18.1. Customer Data. Upon termination or expiration of this Agreement for any reason, other than Customer's breach, Customer may request that Ecolane export and provide to Customer available Customer Data. Subject to Customer paying Ecolane for all service fees applicable to such work, Ecolane agrees to provide such services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Ecolane may delete and destroy all Customer Data without notice or liability to Customer.

## 19. Miscellaneous.

19.1. Delay in Performance. If Ecolane's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Ecolane shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Customer shall remain liable for Fees set out in an Order.

19.2. Entire Agreement. This Agreement, including each Order and mobile application terms of use, sets out the entire



understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. In the event of any conflict between the Standard Terms and Conditions and any Order, the Standard Terms and Conditions shall control.

19.3. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ecolane's prior written consent, which consent Ecolane may give or withhold in its sole discretion. Any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Ecolane's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Ecolane may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

19.4. Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including act or omissions of the other party or its contractors or vendors or any act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

19.5. Survival. This Section and Sections 3.2, 4.4, 8.6, 11, 12.3, 12.4, 13, 14, 15, 16, 17, 18, 19 and 20 of these Standard Terms and Conditions, as well as any other provisions necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the expiration or termination of this Agreement or any Order.

19.6. Notices. Any notice, consent, or other communication permitted or required under this Agreement shall be in writing and may be delivered in person, by mail, by nationally recognized courier service or by email to the address or email stated on the signature page of this Agreement. If hand delivered or delivered by courier service, the notice shall be deemed received upon delivery. If by email, the notice shall be deemed received two days after being sent. If sent by mail, the notice shall be deemed received three business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient.

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

19.7. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

19.8. Amendments. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of each party by hand in ink.

19.9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its provisions governing conflicts of Law. Ecolane and Customer hereby consent to the exclusive jurisdiction of state courts of the State of Delaware in connection with any Dispute based on, arising out of, or in connection with this Agreement or any Order, to the extent that any such Dispute is for any reason not resolved pursuant to Section 20.

19.10. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect.

19.11. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

19.12. Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, each party has been, or has had the opportunity to be, represented by legal counsel. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney or representative for that party, drafted this Agreement or participated in the drafting of this Agreement.

19.13. Remedies Cumulative. Except as expressly set out in this Agreement otherwise, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall



be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.

19.14. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a competent tribunal shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

19.15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

19.16. Export Regulation. The Licensed Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Licensed Software or Documentation to, or make the Licensed Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall not install the Licensed Software outside of the United States and at all times shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software or Documentation available outside the US. Customer shall indemnify and hold Ecolane harmless for any claims, losses, damages, or expenses, including attorney and other legal fees, incurred by Ecolane that arise from or are related to any breach of this Section.

19.17. Waivers. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of this Agreement.

19.18. Counterparts. This Agreement and any Order hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto.

## 20. **Dispute Resolution**

20.1. Mediation. Except as set forth below, all

disputes, claims, or controversy of any nature arising out of or in any manner relating to this Agreement (including, without limitation, disputes initiated by or relating to either Party's affiliates, or any of their respective officers, directors, partners, members, employees or agents) or any Order, and any disputes concerning the validity, enforceability or applicability of this Agreement or any Order to any particular dispute or claim ("Disputes"), will be submitted exclusively first to good faith negotiations between the Parties' respective senior executives for a period of thirty (30) days. In the event a Dispute has not been resolved, after good faith negotiations, the dispute shall first be submitted to mandatory mediation and, if unsuccessful, to mandatory binding arbitration.

20.2. Arbitration. Any Dispute between the parties arising out of or in connection with this Agreement or any Order or their interpretation, performance, termination or alleged breach, shall, at the request of either party, be submitted to binding arbitration in Delaware, and finally resolved in accordance with the rules of arbitration of the Revised Code of Delaware as provided in the Delaware Rapid Arbitration Act, Title 10, Chapter 58, except as otherwise provided in this Section. The disputes will be submitted for binding arbitration to a mutually-agreeable arbitrator for arbitration within forty-five (45) days of a written request for arbitration submitted by either party. If the parties are unable to agree upon a mutually acceptable single arbitrator, the arbitration shall then be conducted by a panel consisting of three arbitrators. Each of the parties shall have the right to designate one arbitrator each, and the two arbitrators so designated shall, within a period of ten (10) days from the date of their selection, designate in writing the third arbitrator, who shall act as chairperson of the board of arbitration so formed. If within ten (10) days the two named arbitrators fail to agree upon the third, then at the request of either party, the third arbitrator shall be selected under the rules of the Delaware Rapid Arbitration Act. Any issue concerning whether or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitrator has the authority to issue subpoenas. The arbitrator's decision shall be final, binding, and non-appealable and judgement may be entered thereon. Notwithstanding any provision to the contrary contained under Delaware law, the substantially prevailing party shall be entitled to recover the costs of arbitration, including, without limitation, reasonable attorneys' fees, costs, expenses, audit or accounting expenses incurred in the arbitration process.

20.3. Enforcement. Either Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of mediation or arbitration. Either



Party may bring an action in court to enforce an arbitration award. The Parties expressly waive any right to a trial by jury on all Disputes related to this Agreement or any Order.

20.4. Confidential Information and Dispute Resolution. The resolution of disputes between the Parties likely would involve Confidential Information. It is therefore

necessary to resolve such disputes in a non-public forum and/or with the greatest possible confidentiality if in a public forum. Accordingly, the Parties agree that all information regarding any mediation or arbitration proceedings, including any settlement or arbitration award, will constitute Confidential Information.

20.5. Annual License Adjustment Customer has the ability to decrease their license account if their business needs dictate it. They would be able to do so each year 2 - 5 on their annual anniversary date. Ecolane would adjust ABCAP's annual cost based on the new license count.



**EXHIBIT A**

**SUPPORT SERVICES/SERVICE LEVEL AGREEMENT**

This Exhibit A (the "**Service Level Agreement**") is made part of and incorporated in the attached Master Agreement.

**Overview**

Ecolane's Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Services do not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

**Assignment of Service Request Severity**

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer's description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Severity	Criteria
<b>Critical</b>	<ul style="list-style-type: none"> <li>Customer's production system is down</li> <li>Ecolane product is unusable resulting in total disruption of work or other critical business impact.</li> <li>No workaround is available</li> </ul>
<b>High</b>	<ul style="list-style-type: none"> <li>Major feature/function failure</li> <li>Operations are severely restricted</li> <li>A workaround is available</li> </ul>
<b>Medium</b>	<ul style="list-style-type: none"> <li>Minor feature/function failure</li> <li>Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li> </ul>
<b>Low</b>	<ul style="list-style-type: none"> <li>Minor issue</li> <li>Documentation, general information, enhancement request, etc.</li> </ul>

**Response and Resolution Targets**

Ecolane Customer Support response and resolution targets are described below:

**Response:** When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

**Web:** Ecolane will assign a status and severity, and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

**E-Mail:** An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact on a twenty-four hour per day, seven day per week basis.

**Resolution:** An answer, fix or a satisfactory workaround to the support request

**Solution:** The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
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<b>Critical</b>	<b>1 Business Hours</b>	Within 4 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>High</b>	<b>8 Business Hours</b>	Within 36 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>Medium</b>	<b>24 Business Hours</b>	Within 15 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Satisfactory workaround is provided</li> <li>• Fix or workaround incorporated into Solution Library</li> <li>• Fix incorporated into future release</li> </ul>
<b>Low</b>	<b>72 Business Hours</b>	Within 30 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>

### Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
<b>Open</b>	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
<b>Responded</b>	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
<b>On Hold</b>	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
<b>More Info Required</b>	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.

<b>Closed</b>	<p>Closed status reflect that:</p> <ul style="list-style-type: none"><li>• The customer and the Ecolane agree that a satisfactory resolution has been provided, or</li><li>• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li><li>• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded.</li></ul> <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>
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Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software is not covered in Support Services.

# Quotation



940 West Valley Road, Suite 1400  
Wayne, PA 19087  
844-ECOLANE  
sales@ecolane.com

Date: 11/9/2022  
Quote Valid Until: 1/10/2023

Quote Prepared For:  
**Katie Imes**  
**Morrow County Public Transit - The Loop**  
**P.O. Box 495**  
**Heppner, OR 97836**  
**(541) 256-6106**  
kimes@co.morrow.or.us

Morrow County RFQ  
Tommy Jack  
tommy.jack@ecolane.com  
(484) 653-9715

Number of Vehicles: **9**

### OPTION 1: Traditional Pricing Model

Core Licenses Subtotal**	<b>\$30,240</b>
Recurring Items	<b>\$0</b>
Non-recurring items	<b>\$300</b>
Services	<b>\$11,770</b>
<b>TOTAL FOR YEAR 1</b>	<b>\$42,310</b>
Annual cost for years 2-5, per year	<b>\$8,640</b>

11/9/2022  
Date Spiro Gjorgjievski  
President

Date \_\_\_\_\_ Customer \_\_\_\_\_

#### THIS PROPOSAL INCLUDES THE CONDITIONS NOTED

##### Payment Terms

Option 1: 75% due at system set up, 20% due at completion of training, 5% due at system acceptance. Annual due 1 year from contract signing.  
Implementation/Training assumes 8 hrs per day on-site evaluating requirements and rollouts.  
Ecolane is in no way liable for any additional services, taxes, or installation and equipment, such as the sole responsibility of the prime contractor.  
Ecolane contractor may purchase Android tablets and software for Tablets through a third provider. Shows for tablets range from \$100 to \$400 depending on carrier.  
Ecolane contractor will include pre-installed tablets with Ecolane prior to shipping hardware.  
Ecolane and vendor training is included for updates, additional installation on new devices and training. A chargeback training fee is applicable.  
Data plan does not include web browser, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for data plan and any overages on end user device.  
\*\* All license costs include annual hosting, support & licensing fees due 1 year from contract signing set at 20% of MRRP.

#### Core Licenses Included

<b>9</b>	Ecolane Evolution and MDT Software Licenses Core Ecolane Software. Includes licenses for core system, driver MDT's, and map data. Priced per vehicle with unlimited users.
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#### Value Added Items Included

<b>9</b>	INSPECT annual subscription Pre/Post Trip Inspection functionality on MDT's Do away with paper, and let your drivers do their vehicle inspections on their Ecolane tablet. Requires Ecolane software. Priced annually per vehicle on subscription. License fee applies to traditional pricing. \$2,500 annual minimum charge applies.
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#### Non-Recurring Items Included

9	<b>INSPECT Licenses and Setup</b> Pre/Post Trip Inspection functionality on MDTs Subtotal includes \$300 site setup fee Priced per vehicle. If 10 vehicles or fewer, setup is waived and \$2,500 annual site subscription minimum applies
<b>Professional Services Included</b>	
3	Remote setup and installation. Includes implementation project management, remote server setup, and remote training 8-hour work days
5	Onsite Operational Review, Training, and Go-live days (8 hr. work days) includes travel
1	Travel for onsite services Priced per trip

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Dear state association executive,

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials from all levels of government, private stakeholders and other interested parties to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested record sums in programs to support public lands counties—including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs—in recent years, while also granting new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues. Therefore, the National Association of Counties (NACo) and the Western Interstate Region (WIR) Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing a National Center for Public Lands Counties (The Center).

The Center will weave together the narrative around public lands counties and the national interest in our prosperity by showing how public lands are interconnected with the country's needs. As just one example, a wildfire on federal land near a major water source could jeopardize water quality in a large metropolitan region. The Center will give public lands counties an enhanced opportunity to share these stories with their peers, policymakers, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America. The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit our citizens and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment from state associations representing public lands counties is needed.

NACo staff, state associations of counties executives and county officials set a fundraising goal of \$15 million over the next two years to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course.

We ask that you meet with your members and determine what your state association can pledge as a voluntary contribution to the Center. These funds will be managed under NACo's 501(c)(3) research foundation and will not be used for partisan political purposes.

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President's home state, and the NACo CEO/ Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center's progress and discuss the Center's financial health, research priorities and media efforts.

Should you have any questions, we encourage you to reach out to Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or [jshuffield@naco.org](mailto:jshuffield@naco.org).

Sincerely,

Matthew D. Chase

CEO/Executive Director

National Association of Counties



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County has an abandon cistern on property surrounded by and owned currently by Willow Creek Valley Econ Dev Group that they are developing for housing. The research has proven to show Morrow County still as the owner and no action toward fencing or removing. It will prove detrimental to housing development and could prove dangerous in general to the public.

Public Works Director Eric Imes, whom has experience in this area, has prepared a rough budget after visiting the site, for discussion and possible action for removal to clean up the cistern.

Additional steps will be required to clean up legal descriptions and donate the small area to the WCVED, Council will need to be involved to work through the legal description issues.

## **2. FISCAL IMPACT:**

TBD

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

Possible, motion to approve public works taking action as recommended by Director and directing Finance to source of funding. ( ARPA has potential)

Possible, motion to direct legal Counsel to prepare documents to clean up legal description and deed to Willow Creek Valley Econ Development (using its legal name) upon acceptable clean up of the site.

Attach additional background documentation as needed.

**Roberta Lutcher**

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**To:** Eric Imes  
**Subject:** RE: Cistern demolition & Removal Quote

**From:** Eric Imes <eimes@co.morrow.or.us>  
**Sent:** Tuesday, November 22, 2022 3:39 PM  
**To:** Roberta Lutcher <rlutcher@co.morrow.or.us>  
**Subject:** Cistern demolition & Removal Quote

Roberta,

Attached is the quote I worked up for the cistern demolition and removal. If it is too late to add to the packet, I can bring copies tomorrow.

Thank you,

Eric Imes

*"Public servanthood is a privilege and should remain  
Consistant no matter how good, bad, or ugly our day might be."*

Public Works Director  
Morrow County Public Works  
[eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)  
541-989-9500



**County Cistern Domolition & Removal**

PREP WORK	RATE	UNIT (hr, ton, yard)	TOTAL
foreman	\$51.00	20	\$1,020.00
shear and operator	\$11,540.00	1	\$11,540.00
excavator & operator	\$98.21	40	\$3,928.40
2 trucks & drivers	\$221.46	20	\$4,429.20
<hr/>			
TOTAL			\$20,917.60

approx. 100 cu/yds  
of concrete

**Morrow County**  
**2022 Real Property Assessment Report**  
 Account 412  
 NOT OFFICIAL VALUE

Map 2S2635-00-00200  
 Code - Tax ID 0101 - 412

Tax Status Non-Assessable  
 Account Status Active  
 Subtype NORMAL

Legal Descr See Record

Mailing MORROW COUNTY  
 PO BOX 788  
 HEPPNER OR 97836-0788

Deed Reference # See Record  
 Sales Date/Price See Record  
 Appraiser CYDE ESTES

Property Class 951 MA SA NH  
 RMV Class 401 04 00 00H

Site	Situs Address	City
------	---------------	------

Code Area		RMV	Value Summary		AV	RMV Exception	CPR %
			MAV				
0101	Land	760	0	0	Land	0	
	Impr	5,000	0	0	Impr	0	
<b>Code Area Total</b>		5,760	0	0		0	
<b>Grand Total</b>		5,760	0	0		0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
0101	1	<input checked="" type="checkbox"/>		R1	Miscellaneous	125	0.23 AC	MKT	MIS C	760
<b>Code Area Total</b>							0.23			760

Improvement Breakdown									
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV
0101	1	600		SPECIAL PURPOSE PROPERTY	100	0			5,000
<b>Code Area Total</b>							0		5,000

To the Morrow County Commissioners  
Morrow County Courthouse  
Heppner, Oregon

Dear Commissioners:

It has taken a long time to receive a response through the Morrow County Council person, Ryan Swinburnson pertaining to the county-owned decommissioned reservoir that is located in undeveloped private ground above Heppner's Rock Street development.

In regard to the proposal of giving ownership of said reservoir as is to the surrounding property owners, the Kirk and Robinson Ranches, Representative Kyle Robinson declines this offer.

There is a liability issue that could involve either human or animal traffic on top or around reservoir and the vaults. Since the county is unwilling to remove or safely decommission this reservoir, we request that the county securely fence this area and also remove the pipelines that are connected to this abandoned reservoir that appear to have been placed without legal easement in property not owned by the county.

Please respond with an answer by May 31, 2014

Sincerely,



Building will take place near the end of building construction, so the two projects will not be happening at the same time.

Mr. O'Brien said Public Works was no longer using an older two-wheel drive pick-up and decided to offer it to the Fairgrounds in exchange for an old military type vehicle, which isn't running. He said this older vehicle will be included in a future vehicle auction by Public Works.

### **Minutes**

*Commissioner Rea moved to approve the minutes of April 2<sup>nd</sup>, as presented. Commissioner Grieb seconded. Unanimous approval.*

### **Claims**

*Commissioner Rea moved to approve the Payroll Payables, Immediate & Electronic, dated March 19, 2014; Payroll Payables, Immediate & Electronic, Employee Final and Employee Missed, dated March 20, 2014; and Accounts Payable, dated April 10, 2014, in the amount of \$104,401.45. Commissioner Grieb seconded. Unanimous approval.*

### **County Counsel Report**

Ryan Swinburnson

Mr. Swinburnson said the Ejectment Proceeding will be filed next week on the occupant of the manufactured home which sits on County owned property in Boardman.

**Heppner Cistern** – Mr. Swinburnson provided background information – The County was willing to sell a property to Kyle Robinson for the cost of attorney fees for the transaction. Mr. Robinson's attorney responded the County should seal the cistern in some way. The County Court declined. Mr. Swinburnson said this information was sent to Mr. Robinson's attorney at the time, however, Mr. Robinson does not consider the issue closed. Mr. Swinburnson said he sent a letter directly to Mr. Robinson making the same offer to sell in exchange for attorney fees.

**Pacific Ethanol** – Mr. Gorman and retired Assessor/Tax Collector Greg Sweek will be deposed on April 18<sup>th</sup>.

**Love's Travel Stops appeal** – the Land Use Board of Appeals veered from their original decision to not consolidate the four appeals, and is now consolidating into one appeal. He said this means he'll be preparing four briefs in order to respond to all (petitioners and respondents). He said he will request to extend the 21 day time frame for the briefs. Mr. Swinburnson also noted the attorney for Love's, Bill Kabeiseman, contacted the Association of Oregon Counties (AOC) and the League of Oregon Cities (LOC) indicating the outcome of this case could have a far reaching impact pertaining to the possibility of onerous notice requirements.

### **Department Report**

#### Personnel Update

Karen Wolff

Ms. Wolff reported:

- Advertising is taking place for the two open positions with Public Health.
- The Parks General Manager candidate was chosen – Greg Close.

April 9, 2014

## Open Agenda

None

## Minutes

*Commissioner Rea moved to approve the minutes of May 7, 2014, with corrections. Commissioner Grieb seconded. Unanimous approval.*

**9:27 a.m. – Ryan Swinburnson, County Counsel, arrived**

## Claims

The General Fund Cash Balance Activity for the week of May 12-16, 2014 was discussed. Remaining Cash Balance is \$4,366,012.17. Prior year reference, May 17, 2013 - \$3,304,565.89.

*Commissioner Rea moved to approve the May 2014 Retirement Taxes, dated May 8, 2014; and the Accounts Payable, dated May 15, 2014, in the amount of \$198,177.38. Commissioner Grieb seconded. Unanimous approval.*

## 9:40 a.m. Executive Session

*ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

**10:39 a.m. Close Executive Session – No decision**

**10:40 a.m. Carla McLane, Planning Director, arrived**

## County Counsel Report

### Heppner Cistern

Mr. Swinburnson

Mr. Swinburnson referred to a correspondence from Kyle Robinson regarding a cistern on County property adjacent to Mr. Robinson's which Mr. Robinson had expressed interest in acquiring, but eventually declined. Mr. Robinson's correspondence said the County needs to take action on the property, claiming there are potential liability issues and pipelines placed without easements on nearby non-County owned property. Mr. Swinburnson said he can't address these issues because he doesn't know if they are true or not, but he will look into the matter further. Discussion. Ms. McLane stated Planning Department staff researched the issue in the past and were unable to find references to the property. Mr. Gorman suggested a search could be conducted by name to determine when the well was drilled. Judge Tallman asked Mr. Swinburnson to contact Mr. O'Brien for options on possibly decommission the cistern.

## New Business

### Award Request for Proposals (RFP) 001-2014 Construction Manager/General Contractor (CMGC) and Notice to Proceed

Ms. Wolff explained the Court announced its Intent to Award at the May 7, 2014 Court meeting, so she is now asking the Court to direct staff to move forward with the contract regarding this RFP.

Mr. Swinburnson asked if a cover letter accompanied the bill. Commissioner Rea said the first page is what was received by Public Works. Judge Tallman reiterated the work was done in 2010. Mr. Swinburnson said some of that is applicable to the statute of limitations, but the actual culvert wouldn't be. Discussion about the description of the culvert, flanges and plastic shield. Mr. Swinburnson said in 2010 anything that was done related to what caused the Aylett problem is past the statute of limitations. The actual tangible property is not subject to the statute of limitations. When did Mr. Aylett settle, he asked. Judge Tallman said they made a lump sum payment of \$80,000. Commissioner Rea said she couldn't say exactly when it was paid, but it's been at least two years.

Mr. Swinburnson said he's comfortable with declining to pay and that he will talk to Mr. O'Brien this afternoon about the issue, which will have attorney/client privilege. I'll have him recount what he and Mr. McKinnis talked about.

#### Kyle Robinson Property

Mr. Swinburnson said he talked to Mr. O'Brien and he thinks it's a good idea to put chain link fence around the cistern, which would be a fraction of the cost to decommission. Mr. O'Brien told him he would be happy to do it. Commissioner Grieb said wiring should be on top of the fence. The posts should be set in concrete, offered Commissioner Rea.

Mr. Swinburnson said there could be pushback from Mr. Robinson on accessing his property to install the fence. The Commissioners agreed this could be a possibility.

Commissioner Rea said she would have thought there would be an easement for the pipeline coming down from the cistern. Ms. Swinburnson said we could argue some sort of prescriptive easement.

Mr. Swinburnson said Mr. O'Brien didn't have an estimate but said it would be a fraction of the cost. You can come out of Executive Session and direct me to talk to Mr. O'Brien.

#### **11:45 a.m. Closed Executive Session – No Decision**

Judge Tallman directed Mr. Swinburnson to ask Mr. O'Brien to prepare documents outlining the cost estimate and time frame to accomplish the fencing project, and report back to the Court next week.

Memorandum of Understanding (MOU) with 4-Corners Snowmobile Club and the USDA Forest Service, Umatilla National Forest

As taken from the MOU, the purpose "is to document the cooperation between the parties to work cooperatively and coordinate efforts for the common purpose of utilization of National Forest System, County Road System, and private lands to provide recreationists with a winter recreation opportunity in accordance with the following provisions. Such recreational use by snowmobiles creates a need to provide and maintain adequate trails and trailhead facilities."

Mr. Swinburnson said this is a continuation of an agreement from 1994. MOUs are understood to say the parties agree, but are not binding, however, this MOU states terms which are binding. I'm not saying you shouldn't sign this, it's just interesting they have specific terms...and there's no consideration...perhaps it should be an intergovernmental agreement. Various discussions ensued.

*Commissioner Rea moved to approve the MOU between Morrow County, 4-Corners Snowmobile Club and the USDA Forest Service, Umatilla National Forest. Commissioner Grieb seconded. Unanimous approval.*

Ordinance First Reading: Umatilla Chemical Depot Interchange Area Management Plan: Paterson Ferry and Army Depot Access Roads Only

Ms. Wolff provided the First Reading by title. The Second Reading and Adoption will take place next week, October 1<sup>st</sup>.

"An Ordinance Amending the Morrow County Comprehensive Plan by Incorporating Two Interchange Area Management Plans as part of the Transportation System Plan, Amend the Comprehensive Plan and Zoning Maps Depicting the Interchange Management Area, and Amending the Zoning Ordinance Article 4 Supplementary Provisions, Specifically Section 4.010 Access."

**County Counsel Report**

- Mr. Swinburnson said the Circuit Court released the Jury Verdict Form in the Pacific Ethanol case and there was nothing related to interest written in there.
- Mr. Swinburnson said he hopes his entire office will be in Heppner for the Courthouse Rededication and Groundbreaking on Monday, September 29<sup>th</sup>.
- Love's Travel Stops/Devin Oil Appeals – we continue to be in a holding pattern for the decision from the Land Use Board of Appeals (LUBA), which generally doesn't take this long. The Commissioners discussed how many years this entire process has taken and Commissioner Rea said she thought it began in 2009.
- Mr. Swinburnson will have a report on the Boardman property next week.
- **Cistern on County property** – Mr. Swinburnson said he hasn't spoken with Mr. O'Brien about fencing the cistern. Mr. O'Brien said he has requested to have the lot survey marked. Mr. Swinburnson will prepare a letter to the adjoining property owner's attorney to notify fencing will be erected.

Judge Tallman said I'm not sure that's the case either, that's why I'd like more time, so I know the parameters.

Mr. Swinburnson said my concern is - is Commissioner Russell as a Morrow County Commissioner, navigating it correctly. Commissioner Russell said, I was elected by the same group of people and I've already turned in a notice of resignation to the POM. My only goal is to find out do we owe the bill or don't we owe the bill. Judge Tallman said until you show you are only on one board, I don't think it's appropriate to have decision making ability while sitting on both boards. Mr. Swinburnson said there needs to be an advisement from County Counsel on the issue.

Commissioner Russell said my personal opinion would be if I listen to the facts, I'm independent enough to make the right decision, in either's favor. I think we'll all come to the same conclusion once we hear both sides it will be apparent - the POM needs to withdraw or the County needs to pay. Judge Tallman said, I don't fully agree with your point. Commissioner Russell said I understand that. Mr. Swinburnson said I suggest you decide how to proceed. I'd like to give an advisory opinion on the record. Commissioner Russell said, I appreciate that. Judge Tallman said that's what I'd like to see then move forward factually based on what we hear. Maybe it will be moot, but I don't know at this point.

#### **Cistern**

Mr. Swinburnson said the other matter is related to the cistern - it could lead to litigation, but more appropriately, it could be under Executive Session for an ongoing negotiation because we've had multiple negotiations. I'll look at that issue too, but advise you table it today. In talking with Mr. O'Brien, it may be appropriate to have more people involved too. Judge Tallman said as I understand it, the facility is not on the proper property, correct? Mr. Swinburnson said it's part of the question and why the surveyor should be here. The last decision made was to fence it, that's what was done. The question about whether it's in the proper location...

Commissioner Russell asked it may be on the neighbor's property and not the County's? Mr. Swinburnson asked is there a prescriptive easement or different possibilities to figure out how to proceed? Commissioner Rea asked Mr. O'Brien the date the cistern may have been constructed. He said in the early 1970s but we can't find any record of who built it or the engineer who designed it. We need to find that information to do the demolition.

#### **Photo Books of the Courthouse Clock Tower Restoration**

Ms. Wolff said 10 books were ordered at a total cost of \$503.54. What would the Commissioners like to do with the books? It was agreed one should be given to Gary Kopperud, Master Clock Maker, who volunteered his time on the project. Both Judge Tallman and Commissioner Rea said they would like to purchase a book at \$50 each. One book will be placed in the lobby of the Courthouse and another in the Heppner Branch of the Oregon Trail Library District. The Commissioners requested more time to think about this. Commissioner Rea asked about the cost of ordering another 10-20 books and could Sandi Putman, Public Works Management Assistant, who compiled the books, look into it.

## Roberta Lutcher

---

**From:** Kenny Delano <kennyfse@ortelco.net>  
**Sent:** Tuesday, September 29, 2015 10:29 AM  
**To:** Burke O'Brien  
**Cc:** Roberta Lutcher  
**Subject:** RE: Kenny  
**Attachments:** Heppner Tank Survey Report.pdf

Burke & Roberta,

Attached are my findings. I can be available on the 7<sup>th</sup>.

Thanks

Kenny Delano  
Staff Surveyor  
Ferguson Surveying & Engineering  
Ph. 541-932-4520  
Fax 541-932-4430

-----Original Message-----

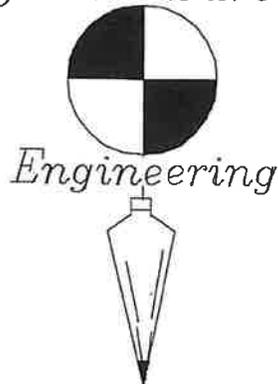
**From:** Burke O'Brien [mailto:BObrien@co.morrow.or.us]  
**Sent:** Tuesday, September 29, 2015 10:22 AM  
**To:** 'Kenny Delano'  
**Cc:** Roberta Lutcher  
**Subject:** Kenny

The issue we worked on some time ago regarding the old water tank above the Courthouse seems to have come up again. So maybe you could attend a County Court hearing on the 7<sup>th</sup> of October to help steer everyone through this. Sorry I thought the issue was gone but I guess not. I have looked for my data from you and can not seem to find it sure it is around just not sure where?

Roberta I sent this email to Kenny Delano at Fergusons he did all of the work on this for the Court and myself quite some time back. I no they had copies but that was when Ken Grieb was still here. Just cannot remember date.

*Burke O'Brien  
Morrow County Public Works Director  
Morrow County Parks Land Manager  
P.O. Box 428  
Lexington Or. 97839  
541-989-9500*

Ferguson Surveying



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

December 29, 2014

Burke O'Brien, Director  
Morrow County Public Works Department  
365 W. Hwy. 74  
P.O. Box 428  
Lexington, OR 97839

Re: HEPPNER TANK SURVEY REPORT

Burke,

At your request, we have located the record boundary around the water tank, being Tax Lot 2S26E35-200, as described in the deed from J. L. Morrow to Morrow County, recorded in Deed Book 41, Page 418 of the County Deed records, filed Feb. 1, 1935, as follows:

*Beginning at a point 83.6 feet South and 925.6 feet East of the Northwest corner of Lot 1, Block 9 of the Jones' First Addition to the Town of Heppner, Oregon, and running thence North 50 feet, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 50 feet to the place of beginning, containing 0.23 acres.*

In the course of retracing the deed location, we find that the actual location of the tank does not fall within the described boundary. Refer to the attached sketch titled "Preliminary Survey for a Morrow County Land Tract".

In 1970, Duane Griffith of Baggett, Griffith & Ferguson recovered a 1-1/2" iron at the Northwest corner of Lot 1, Block 9 of the Jones' First Addition to Heppner as shown on Morrow County Map of Survey B-21-K-92. Mr. Griffith re-established a portion of the exterior boundary of Block 9 around Lots 2, 3 and 4.

In 1974, Raymond Clayton performed a survey of a portion of Lots 1 and 2, Block 8 of the Jones' First Addition to Heppner, as shown on Morrow County Map of Survey B-4-K-88. Mr. Clayton's survey indicates he recovered the monuments set in the 1970 Griffith survey around Lots 2, 3, and 4 of Block 9.

The Plat of the Jones' Addition to Heppner indicates that the direction of the exterior lines of Block 9 run North-South.

As per the deed description, we recover the monument at the Northwest corner of Lot 1, Block 9 of the Jones' First Addition to Heppner. Based on the record survey monuments recovered from the above noted surveys, we hold the direction shown for the East line of said Block 9.

The point of beginning for the deed description is the calculated to be  $S00^{\circ}14'43''E$ (record South), 83.6 feet and  $S89^{\circ}45'07''E$ (record East), perpendicular to the said east line of Block 9, 925.6 feet.

As you can see on the sketch, the record boundary from the deed falls east of the existing tank. In my opinion, there are a couple of different explanations for this.

The first could be that the tank was constructed prior to the deed description and the composer of the description went east instead of west on the second course of the description. The second could be that after the deed was filed, someone measured from the Northwest corner of Lot 1, Block 9 and either measured wrong or ran to the west instead of east, and constructed the tank.

The dashed line on the sketch shows the tract location if the boundary is mirrored or moved to the west using the same point of beginning. The location of the tract fits relatively well in the north-south direction.

Regardless of how the tank ended up where it is, I would believe that the intent of both Mr. Morrow and Morrow County was that the constructed tank is on the deeded tract of land.

At this point in time, I would like to get the opinion of the County Council as to the validity of using the intent of the deed, based on the location of tank, prior to marking the boundary.

As of this date, no markers have been set to delineate this boundary.

Sincerely,

Kenny Delano Jr., PLS  
Staff Surveyor.

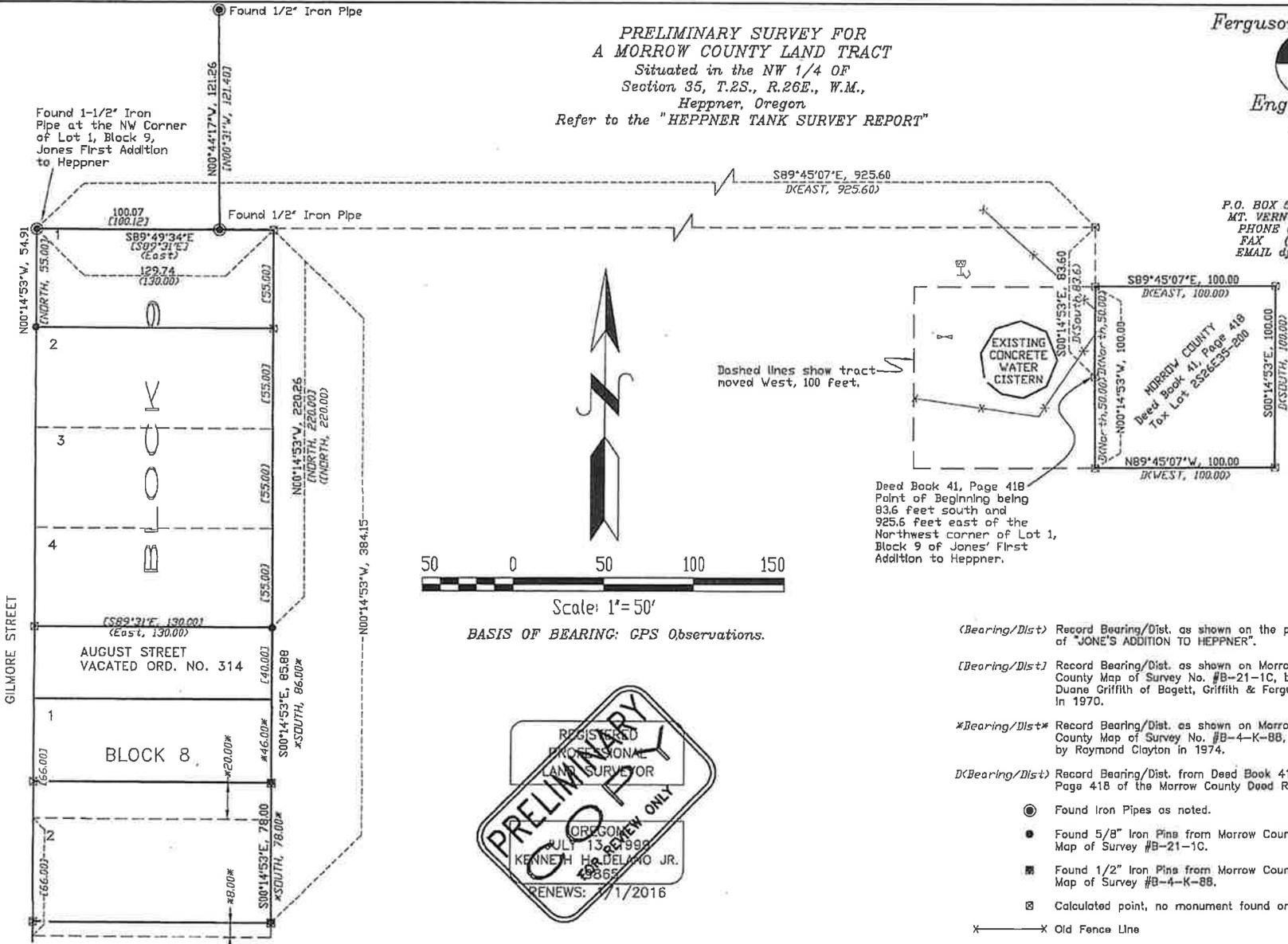
**PRELIMINARY SURVEY FOR  
A MORROW COUNTY LAND TRACT**  
Situating in the NW 1/4 OF  
Section 35, T.2S., R.26E., W.M.,  
Heppner, Oregon  
Refer to the "HEPPNER TANK SURVEY REPORT"

Ferguson Surveying



Engineering

P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97866  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL dfse@orutelco.net



Dashed lines show tract moved West, 100 Feet.

Deed Book 41, Page 418  
Point of Beginning being  
83.6 feet south and  
925.6 feet east of the  
Northwest corner of Lot 1,  
Block 9 of Jones' First  
Addition to Heppner.



Scale: 1"=50'

BASIS OF BEARING: GPS Observations.



- (Bearing/Dist) Record Bearing/Dist. as shown on the plat of "JONE'S ADDITION TO HEPPNER".
- [Bearing/Dist] Record Bearing/Dist. as shown on Morrow County Map of Survey No. #B-21-1C, by Duane Griffith of Bogert, Griffith & Ferguson in 1970.
- \*Bearing/Dist\* Record Bearing/Dist. as shown on Morrow County Map of Survey No. #B-4-K-88, by Raymond Clayton in 1974.
- D(Bearing/Dist) Record Bearing/Dist. from Deed Book 41, Page 418 of the Morrow County Deed Records.
- Found Iron Pipes as noted.
- Found 5/8" Iron Pins from Morrow County Map of Survey #B-21-1C.
- Found 1/2" Iron Pins from Morrow County Map of Survey #B-4-K-88.
- ⊠ Calculated point, no monument found or set.
- × — × Old Fence Line

GILMORE STREET

AUGUST STREET  
VACATED ORD. NO. 314

BLOCK 8

m - 57769

ABANDONMENT AND TERMINATION OF EASEMENTS

WHEREAS, Morrow County acquired certain easements described as follows:

1. Easement dated January 30, 1935, recorded February 1, 1935 in Book 43, Page 117, Record of Deeds, wherein J.L. and Irene Morrow conveyed to Morrow County an easement to construct and maintain a water main for the purposes of fire protection and irrigation for the Morrow County Courthouse over and across the following described property:

"Beginning at a point 141.7 feet North and 55.6 feet East of the Northwest corner of Lot 1 of Block 9 of Jones' First Addition to the town of Heppner, Oregon, said point being on The West bank of the Heppner Flouring Mill Company's ditch, and running thence North 75 Deg 9 Min East a distance of 900 feet to a point 83.6 feet South and 925.6 feet East of said Northwest corner of Lot 1 of Block 9 of Jones' First Addition to the town of Heppner, Oregon."

2. Easement dated July 3, 1958, recorded July 28, 1958 in Book 63, Page 189, Record of Deeds, wherein J.G and Gretchen Barratt conveyed to Morrow County an easement for an underground electronic and telephonic transmission cable over and across the following described property:

"Across Lot 7, Block 6 of Heppner Heights Addition to the City of Heppner, Oregon, on the same location as the Morrow County Water Main easement as recorded in Book 43 page 117 of Morrow County Deed Records. PLSO beginning at a point on the east side of Thompson Avenue where the Morrow County Water Main enters Thompson Avenue; thence South 75 Deg 09 Min East to a point which is 925.6 feet east and 83.6 feet south of the northwest corner of Lot 1, Block 9 of Jones First Addition to the City of Heppner, Oregon, said point being on the west side of the Morrow County Reservoir site. ALSO, beginning at the southeast corner of the Morrow County Reservoir site above mentioned thence South 61 Deg 10 Min East, 1740 feet more or less to a point on the east line of the Southwest Quarter of the Northeast Quarter of Section 35, Tp. 2 South, Range 26 E.W.M., said point being 184 feet North of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 35 Tp. 2 South, Range 26 E.W.M."

;and

WHEREAS, use of the above easements for the purposes described have for many years ceased; and

WHEREAS, there is no longer any purpose to be served by the existence of the said easements; and

WHEREAS, the said easements pose a legal encroachment to the properties described;  
now therefore

IT IS HEREBY ORDERED that the above described easements are hereby abandoned  
and terminated by Morrow County.

DATED this 28<sup>th</sup> day of April, 1999.

MORROW COUNTY COURT

ATTEST

The seal of Morrow County, Oregon, is circular with a double border. The outer border contains the text "MORROW COUNTY" at the top and "OREGON" at the bottom. The inner border contains "COUNTY COURT" at the top and "CLERK" at the bottom. In the center is a smaller seal featuring a figure holding a scale and a sword, with the text "SEAL OF MORROW COUNTY" around it.  
*Barbara B. Bloodsworth*  
Barbara B. Bloodsworth  
County Clerk

*Terry K. Tallman*  
Terry K. Tallman, County Judge

*John E. Wenholz*  
John E. Wenholz, Commissioner

APPROVED AS TO FORM:

*Wib H. Dahl*  
County Counsel

*Dan Brosnan*  
Dan Brosnan, Commissioner

STATE OF OREGON

County of Morrow

} SS

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

BARBARA BLOODSWORTH,  
Morrow County Clerk

by: *Shirley McNeal* Deputy.

DOC#: 57769

RCPT: 12061

4/29/99 10:24 AM

.00

# MORROW County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2013

June 3, 2014 3:08:28 pm

Account # 412  
 Map # 2S2635-00-00200  
 Code - Tax # 0101-412  
 Legal Descr See Record  
 Mailing Name MORROW COUNTY  
 Agent  
 In Care Of  
 Mailing Address PO BOX 788  
 HEPPNER, OR 97836

Tax Status NONASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Deed Reference # See Record  
 Sales Date/Price See Record  
 Appraiser CYDE ESTES

Prop Class 951 MA SA NH Unit  
 RMV Class 401 04 00 00H 412-1

Situs Address(s) Situs City

		Value Summary			
Code Area		AV	RMV	MAV	RMV Exception
0101	Land		500		0
	Impr.		5,000		0
<b>Code Area Total</b>		0	5,500	0	0
<b>Grand Total</b>		0	5,500	0	0

		Land Breakdown									
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0101	1	R		R1	Miscellaneous	100	A	0.23	MKT	*	500
<b>Grand Total</b>								0.23			500

		Improvement Breakdown						
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
0101	1		600	SPECIAL PURPOSE PROPERTY	100	0		5,000
<b>Grand Total</b>							0	5,000

# MORROW COUNTY HISTORICAL SCREEN

## Gen. Appraisal Comments

03-Jun-2014

Account ID 412

- - Gen. Appraisal Comments - -

Prop ID: R00412 (REAL ESTATE)  
MTL : 02S2635-00200  
Legal : ACRES 0, County Reservior

Owner: ( 1032)  
MORROW COUNTY

##	Date	Comment
1.	05/19/05	1-1-2005: Recalculated with current standards, level 3 inspections. No Insured value available - DRC value.
2.		LAND COMMENTS: IMPROVEMENT COMMENTS: COUNTY'S RESERVOIR LOCATED HERE.

R00412      02S2635      200      Legal Description

Township 2S Range 26EWM  
Beginning 83.6' S And 925.6' E      41-418  
Of The NW Corner Lot 1 Block 9  
Of Jones First Addition To  
Heppner;  
Thence S 50';  
Thence E 100';  
Thence N 100';  
Thence W 100';  
Thence S 50' To Point Of Beginning.

77-24988

WARRANTY DEED

BARRATT RANCHES, INC., an Oregon Corporation, hereinafter called Grantor, convey to DONALD O. ROBINSON and MERLYN A. ROBINSON, husband and wife, all that real property situated in Morrow County, State of Oregon, described as:

Beginning at a point 110.97 feet South of the North quarter corner of Section 35, Township 2 South, Range 26, E.W.M., thence following the boundary line of Heppner Heights Addition South 78 degrees 10' West 170 feet, thence South 75 degrees 00' West 265 feet, thence North 85 degrees, 15' West 228 feet, thence South 140 feet, thence North 56 degrees 08' West 210 feet, thence South 1273 feet along the East boundary of Heppner Heights Addition, thence West 150 feet to Jones 1st Addition to the City of Heppner, thence South along boundary of Jones First Addition and Morrow's Addition to the City of Heppner, South 395 feet, thence South 14 degrees 00' East 336 feet, thence South 20 degrees 00' East 275 feet, thence South 51 degrees 00' East 246 feet, thence South 82 degrees 00' East 80 feet, thence North to a point on the East-West center line of said Section, thence East 1885 feet more or less to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section, thence North to the Southeast corner of Lot 12 of Barratt Park Addition to the City of Heppner, thence along the boundary of Barratt Park Addition South 82 degrees 33' West 140 feet, thence North 2 degrees 27' West 50 feet, thence South 82 degrees 33' West 1180 feet, more or less, to the point of beginning. EXCEPTING from the above described tract the following: Commencing at the Northwest corner of Lot 1, Block 7, Heppner Heights Addition to the City of Heppner, thence South 140 feet to the beginning of this description, thence South 1273 feet, more or less, thence West 150 feet along the East and South boundary of Heppner Heights Addition to the City of Heppner, thence South 395 feet, more or less, thence South 14 degrees East 336 feet, thence South 20 degrees East 275 feet, more or less, thence South 51 degrees East 246 feet, more or less, thence South 82 degrees East 80 feet, more or less, thence North 2390 feet, more or less, to the South boundary line of Block 3, of Heppner Heights Addition, thence North 85 degrees 15' West 115 feet, more or less, thence South 140 feet, more or less, thence North 56 degrees 08' West 210 feet to the point of beginning. All in Section 35, Township 2 South, Range 26, East of the Willamette Meridian. ALSO EXCEPTING as follows: Beginning at a point on the South boundary line of a Utility Strip which point is 20 feet South of the Southwest corner of Lot 10, Barratt Park Addition to the City of Heppner, Oregon, thence South 80 feet, thence East and parallel to the South boundary line of said Utility Strip 200 feet, thence North 80 feet to a point on the South boundary line of said Utility Strip which is 20 feet South of the Southeast corner of Lot 11 of said Barratt Park Addition, thence West on the South boundary line of said Utility Strip 200 feet to the point of beginning. ALSO EXCEPTING

the following described property in Deed Book 41, Page 418, from J. L. Morrow to Morrow County, Oregon: Beginning at a point 83.6 feet South and 925.6 feet East of the Northwest corner of Lot 1, Block 9, of Jones First Addition to the City of Heppner, thence North 50 feet, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 50 feet, to the place of beginning, all in Section 35, Township 2 South, Range 26, E.W.M., Morrow County, Oregon.

All that portion of the Southeast quarter of the Northwest quarter of Section 30, Township 2 South, Range 27, E.W.M., in the County of Morrow, State of Oregon, which lies South of the Oregon-Washington Highway as the same is now laid out over and above and across the land of the Estate of Joseph W. Rector.

The South half of Section 24, Township 2 South, Range 26, E.W.M., that portion of the Northeast quarter of Section 24 beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 24, running thence Westerly 1287 feet, thence South 11 degrees West 1320 feet, thence South 23 degrees West 66 feet, thence East 1518 feet to the East quarter corner of said Section 24, thence North 1320 feet to the point of beginning.

The East half, the Northwest quarter, the East half of the Southwest quarter and that portion of the Southwest quarter of the Southwest quarter of Section 25, and the Southeast quarter of the Southeast quarter of Section 26 lying South of the Oregon-Washington Highway known as Highway #74. EXCEPTING: Beginning at the Southeast corner of Lot 12, Barratt Park Addition to the City of Heppner, thence North 201 feet to the Northeast corner of said Lot 12, a Point upon the South boundary of the Oregon-Washington Highway No. 74, as now located, thence East 110 feet along the South boundary of said Oregon-Washington Highway to a point, thence Southwesterly in a straight line to the point of beginning, containing one quarter acre, more or less. ALSO: A parcel of land lying in the Southwest quarter of the Southwest quarter of Section 25, described as: Beginning at a point on the Southerly right-of-way line of the Oregon-Washington Highway, said point being 30 feet distant from (when measured at right angles to) the center line of said Highway at Engineer's Station 76+56.8; said point being 1309.9 feet North and 1369.6 feet East of the Southwest corner of said Section 25, thence South 1 degree 30' West along the Easterly line of said property a distance of 296.5 feet, thence North 79 degrees 10' West a distance of 296.5 feet to the Southerly right-of-way line of the said Oregon-Washington Highway; thence North 51 degrees, 10' East along said Southerly right-of-way line a distance of 385.4 feet to the point of beginning, containing approximately 1.00 acre. EXCEPTING: Beginning at a point 5.77 chains North of the Southeast corner of Section 26, thence South 78 degrees 58' West 12.5 chains, thence North 71 degrees 21' East 24.2 chains, thence North 49 degrees 42' East 13.33 chains, thence South 1 degree 35' West 9.85 chains, thence South 78 degrees 58' West 21 chains to the point of beginning. ALSO EXCEPTING a tract in the Northeast quarter of the Southwest quarter of said Section 25; Beginning at a point on the Northerly right-of-way line of the Oregon-Washington Highway, said point being 1552.2 feet North and 1735.7 feet East of the Southwest corner of said

Section; thence North 6 degrees West 490.5 feet; thence North 72 degrees 40' East 350 feet, thence South 9 degrees 13' East 467.7 feet to Northerly right-of-way line of said Oregon-Washington Highway, thence Southwesterly along said highway right-of-way to the point of beginning. (Deeded to State of Oregon, Book 42, Page 647.) The east half of the Northeast quarter of Section 35; the North half and the North half of the South half of Section 36; in Township 2 South, Range 26, East of the Willamette Meridian.

Lots 3 and 4, the East half of the Southwest quarter, and the East half of Section 19; that portion of the Northeast quarter of Section 30 lying North of the Oregon-Washington Highway, EXCEPTING therefrom the gas, oil and mineral deposits on said premises reserved by J. G. Barratt and Gretchen Barratt, husband and wife. ALSO EXCEPTING the following: Beginning at a point 360 feet South of the Northeast corner of Section 30, proceeding West 776 feet, thence South 1075 feet to a point on the Oregon-Washington right-of-way, thence North 86 degrees 44' East along right of way 312 feet, thence North 54 degrees 34' East 312 feet along right of way, thence North 39 degrees 42' East 427.6 feet along right of way, thence North 600 feet to the point of beginning, containing 16.7 acres, more or less. Lots 1 and 2 and the East half of the Northwest quarter of Section 30, EXCEPTING ALL that portion of the Southeast quarter of the Northwest quarter of Section 30, Township 2 South, Range 27, E.W.M., Morrow County, State of Oregon, which lies South of the Oregon-Washington Highway as the same is now laid out, over and above and across the land of the Estate of Joseph W. Rector. EXCEPTING a parcel of land lying in the Northwest quarter of Section 30 described as: Beginning at a point on the Northerly right-of-way line of the Heppner Highway, said point being 30 feet Northerly and at right angles to the center line of the Heppner Highway at Engineer's Station 123+69, said point also being 430 feet East 2400 feet South of the Northwest corner of said Section 30, thence North 49 degrees 54' East 192.38 feet to an iron pin; thence North 81 degrees 59' East 394.03 feet; thence South 61 degrees 38' East 67.61 feet to the Northerly right-of-way line of the Heppner Highway at a point 30 feet North from and opposite Engineer's Station 129+55; thence Westerly along said Northerly right-of-way line to the point of beginning, containing 1.14 acres, more or less. Lots 3 and 4, and the East half of the Southwest quarter of Section 30; Lots 1, 2, and 3, the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 31, EXCEPTING: Beginning at the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 31; thence North 10 chains; thence Southwesterly to a point 10 chains West of the point of beginning, thence East 10 chains to the point of beginning; all in Township 2 South, Range 27, East of the Willamette Meridian, in the County of Morrow, State of Oregon.

and covenants that grantor is the owner of the above described property free of all encumbrances except that certain easement dated July 30, 1951, recorded September 17, 1951, in Deed Book 54, Page 372, in favor of the City of Heppner; that certain easement dated July 1, 1949, recorded August 1, 1949, in Book 52, Page 319, Deeds, Morrow County,

in favor of A. A. Scouten; also the premises herein sold have been specially assessed for farm use, and should the farm use be changed, there will be a special additional tax; and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$191,600.00.

Signed by authority of the Board of Directors, with the seal of said corporation affixed, this 24th day of January, 1974.



BARRATT RANCHES, INC.,  
An Oregon Corporation

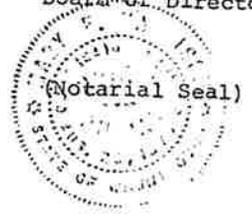
By: W. F. Barratt  
President

By: Lonnie P. Barratt  
Secretary

STATE OF Washington )  
County of Spokane ) ss.

January 24, 1974

Personally appeared William F. Barratt, who, being sworn, stated that he is the President of grantor corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me:



Mary C. Harrison  
Notary Public for Washington  
My Commission Expires: 8-26-76

STATE OF OREGON } 132876  
County of Morrow } ss. Indexed  
I hereby certify that the within instrument was received for record.

MS-24-1985 at 2:07 P.M.

and assigned Y No 24988  
in the Microfilm Records of said county.

Witness My Hand and Seal of County Affixed  
Barbara Bloodsworth  
County Clerk  
By: Barbara Bloodsworth  
Deputy

BARGAIN AND SALE DEED

J. G. BARRATT and GRETCHEN BARRATT, husband and wife gives BARRATT RANCHES, INC., An Oregon Corporation, all the real property situated in Morrow County, State of Oregon described as:

Beginning at a point 110.97 feet South of the North quarter corner of Section 35, Township 2 South, Range 26, E.W.M., thence following the boundary line of Heppner Heights Addition South  $78^{\circ} 10'$  West 170 feet, thence South  $75^{\circ} 00'$  West 265 feet, thence North  $85^{\circ} 15'$  West 228 feet, thence South 140 feet, thence North  $56^{\circ} 08'$  West 210 feet, thence South 1273 feet along the East boundary of Heppner Heights Addition, thence West 150 feet to Jones 1st Addition to the City of Heppner, thence South along Boundary of Jones 1st Addition and Morrow's addition to the City of Heppner, South 395 feet, thence South  $14^{\circ} 00'$  East 336 feet, thence South  $20^{\circ} 00'$  East 275 feet, thence South  $51^{\circ} 00'$  East 246 feet, thence South  $82^{\circ} 00'$  East 80 feet, thence North to a point on the East-West center line of said Section, thence East 1885 feet more or less to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section, thence North to the Southeast corner of Lot 12 of Barratt Park Addition to the City of Heppner, thence along the Boundary of Barratt Park Addition South  $82^{\circ} 33'$  West 140 feet, thence North  $2^{\circ} 27'$  West 50 feet, thence South  $82^{\circ} 33'$  West 1180 feet more or less to the point of beginning. EXCEPTING from the above described tract the following: Commencing at the Northwest corner of Lot 1, Block 7, Heppner Heights Addition to the City of Heppner, thence South 140 feet to the beginning of this description, thence South 1273 feet more or less, thence West 150 feet along the East and South boundary of Heppner Heights Addition to the City of Heppner, thence South 395 feet more or less, thence South  $14^{\circ}$  East 336 feet, thence South  $20^{\circ}$  East 275 feet, more or less, thence South  $51^{\circ}$  East 246 feet, more or less, thence South  $82^{\circ}$  East 80 feet, more or less, thence North 2390 feet more or less to the South boundary line of Block 3, of Heppner Heights Addition, thence North  $85^{\circ} 15'$  West 115 feet, more or less, thence South 140 feet more or less, thence North  $56^{\circ} 08'$  West 210 feet to the point of beginning. All in Section 35, Township 2 South, Range 26, East of the Willamette Meridian. ALSO EXCEPTING as follows: Beginning at a point on the South boundary line of a Utility Strip which point is 20 feet South of the Southwest corner of Lot 10, Barratt Park Addition to the City of Heppner, Oregon, thence South 80 feet, thence East and parallel to the South boundary line of said Utility strip 200 feet, thence North 80 feet to a point on the South boundary line of said Utility Strip which is 20 feet South of the Southeast corner of Lot 11 of said Barratt Park Addition, thence West



73-ACE 586

on the South boundary line of said Utility Strip 200 feet to the point of beginning. ALSO EXCEPTING the following described property in Deed Book 41, Page 418, from J. L. Morrow to Morrow County, Oregon: Beginning at a point 83.6 feet South and 925.6 feet East of the Northwest corner of Lot 1, Block 9, of Jones First Addition to the City of Heppner, thence North 50 feet, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 50 feet, to the place of beginning, all in Section 35, Township 2 South, Range 26, E.W.N., Morrow County, Oregon.

Dated this 25 day of August, 1966

*[Signature]*  
Gretchen Barratt

State of Oregon  
County of Morrow

August 25, 1966

Personally appeared the above-named J. G. BARRATT and GRETCHEN BARRATT and acknowledge the foregoing instrument to be their voluntary act. Before me:



*[Signature]*  
Robert B. Aldridge  
Notary Public for Oregon  
My Commission expires 4/5/69

99980

STATE OF OREGON }  
COUNTY OF MORROW } ss

I Certify that the within instrument was received and filed for record on the 1st day of Sept. 1966 at 12:30 P.M. and duly recorded in book 73 page 565-566

Indexed

of None  
Leslie Perkins Clerk  
By Thos. E. Bryant Deputy

Township 2S Range 26EWM  
Beginning at a point 110.97' S of  
the N1/4 Corner of Section 35,  
T2S R 26EWM;  
Thence following the boundary line  
of Heppner Heights Addition S 78  
Deg. 10' W 170';  
Thence S 75 Deg. 00' W 265';  
Thence N 85 Deg. 15' W 228';  
Thence S 140';  
Thence N 56 Deg. 08' W 210';  
Thence S 1273' along the E boundary  
of Heppner Heights Addition;  
Thence W 150' to Jones First Addition  
to the City of Heppner;  
Thence S along boundary of Jones First  
Addition and Morrow's Addition to the  
City of Heppner, S 395';  
Thence S 14 Deg. 00' E 336';  
Thence S 20 Deg. 00' E 275';  
Thence S 51 Deg. 00' E 246';  
Thence S 82 Deg. 00' E 80';  
Thence N to a point on the E-W  
center line of said section;  
Thence E 1885' more or less to  
the SE corner of the SW1/4NE1/4  
of said section;  
Thence N to the SE corner of lot  
12 of Barratt Park Addition to the  
City of Heppner;  
Thence along the boundary of Barratt  
Park Addition S 82 Deg. 33' W 140';  
Thence N 2 Deg. 27' W 50';  
Thence S 82 Deg. 33' W 1180' more or  
less to the point of beginning.

Excluding:

Commencing at the NW corner of Lot 1  
Block 7 Heppner Heights Addition to the  
City of Heppner;  
Thence S 140' to the point of beginning of this description;  
Thence S 1273' more or less;  
Thence W 150' along the E and S  
boundary of Heppner Heights Addition to the City of Heppner;  
Thence S 395' more or less;

Thence S 14 Deg. E 336';  
 Thence S 20 Deg. E 275' more or less;  
 Thence S 51 Deg. E 246' more or less;  
 Thence S 82 Deg. E 80';  
 Thence N 2390' more or less to the S  
 boundary line of Block 3 of Heppner Heights Addition;  
 Thence N 85 Deg. 15' W 115' more or less;  
 Thence S 140' more or less;  
 Thence N 56 Deg. 08' W 210 to the point of beginning.

Also Excluding:

Beginning at a point on the S boundary  
 line of a utility strip which point is  
 20' S of the SW corner of Lot 10,  
 Barratt Park Addition to the City of Heppner;  
 Thence S 80';  
 Thence E and parallel to the S boundary  
 line of said utility strip 200';  
 Thence N 80' to a point on the S boundary line of said utility strip which is  
 20' S of the SE corner of Lot 11 of  
 said Barratt Park Addition;  
 Thence W on the S boundary line of  
 said Utility Strip 200' to the point of beginning.

Also Excluding:

The following described property in  
 Dv 41-418 from J.L.Morrow to Morrow Co;  
 Beginning at a point 83.6' S and 925.6' E  
 of the NW corner of Lot 1 Block 9 of  
 Jones First Addition to the City of Heppner;  
 Thence N 50';  
 Thence E 100';  
 Thence S 100';  
 Thence W 100';  
 Thence N 50' to the point of beginning.

73-565 ✓ 109.36  
 Con. M 6447

Modi.Con. M-14638  
 \*Split Code-Bal. In Code 1-9  
 Account 1754 - T2s2635-101

Warranty Deed M-24988 ✓

Ref: (Robinson-Columbia Basin)

Easement M-45161 5/9/95

Ref: (Morrow Co) Abandonment/Terrmination Ease M-57769 4/29/99 ✓

REF: (Robinson, Tr) Access Easement and Agreement 2010-27055 11/3/2010

Ac Correction -2.35 107.01  
 Revised Description:

Partition Plat 2012-5 2012-30442 6/22/2012  
 Parcels 1,2, & 3

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Excepting Tax Lot 105(11395) described as follows:

Partition Plat 2012-5

Parcel 3

-3.20

103.81

Excepting Tax Lot 106(11396) described as follows:

Partition Plat 2012-5

Parcel 2

-74.90

28.91

Ta

# ROAD REPORT NOVEMBER 2022

**BLADING OPERATIONS:** Following are the roads blade operators made improvements to this month.

Zone 1 –Doherty, Alpine, Strawberry, Morgan, Rietmann, Baker Ln, Immigrant, Lindstrom

Zone 2 – Little Butter Cr., Spur Loop, Hanna Arbuckle, Kenny, French

Zone 3 – Dry Fork, Ridge Rd., Valby, Carlson, McElligont,

Zone 4 – Tupper Ln, Hardman Ridge, Hale Ridge, Sumner, Redding, Lunceford

Zone 5 – Fuller Cyn., Clarks Cyn.,

**WILLOW CREEK RD:** Willow creek road has areas that continue to erode due to high water during spring thaw. We had a spot along the creek that rip rap wouldn't work, so the crew put together gabian baskets in to build a retaining wall to help with erosion in that area.

**SIGN REPAIR:** The crew continue making repairs to signs around the county when time allows.

**GRAVEL RD REPAIR:** Fall blading is upon us. Blades are out moving throughout the county blading the roads.

**Cattle Guard Repair:** Repaired cattle guard up at Blake Ranch.

**Guard Rail Repair:** Guard rail at Dry Fork and Lone/Gooseberry was repaired.

**Clean up:** Someone dropped a camp trailer off up at the Arbuckle pit behind the rock pile, and started parting it out and left a big mess. Sent crew up to clean it up. Also from heavy snow caused a bunch of small trees feel across the 21rd, sent crew to clean and open road up.

**Flap:** Did one final blade job across the flap project. The inspector came and meet with the director. The job is complete. Everything on the county side is complete just waiting for the grant to close.

**Paint:** A few crew members went and helped paint in Gilliam County

**PERMITS:** Following are approved permits to work in the county right-of-way during November

302	608	Upper Rhea Creek Rd	Tate Gentry	Approach	Southern	11/01/2022
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**College of Urban and Public Affairs**  
Population Research Center

Post Office Box 751                      503-725-3922 tel  
Portland, Oregon 97207-0751        503-725-5199 fax  
askprc@pdx.edu

**– IMPORTANT NOTICE –**

**Preliminary 2022 Population Estimate**

**November 15, 2022**

To: MORROW COUNTY

Listed below is the preliminary population estimate for July 1, 2022. Also included are the Revised 2021 estimate and 2020 Census figure. The July 1, 2022 estimate will be certified following the review period on December 15, 2022.

**PRELIMINARY POPULATION ESTIMATE:**

JULY 1, 2022    12,315

**Revised POPULATION ESTIMATE:**

JULY 1, 2021:    12,399

**CERTIFIED CENSUS FIGURE:**

APRIL 1, 2020    12,186

The 2022 CERTIFIED population estimates will be posted to our web site by the close of business December 15, 2022 at the following page URL:

<https://www.pdx.edu/population-research/population-estimate-reports>

If you have any questions or comments about the preliminary population estimate, please contact:

Huda Alkitkat, Ph.D.  
Population Estimates Program Manager  
Population Research Center  
Portland State University  
PO Box 751  
Portland, OR 97207-0751

E-mail: [alkitkat@pdx.edu](mailto:alkitkat@pdx.edu)



STATE OF OREGON  
Office of the Governor  
**KATE BROWN**

## **FREQUENTLY ASKED QUESTIONS GOVERNOR KATE BROWN'S MARIJUANA PARDONS**

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On November 21, 2022, Governor Kate Brown pardoned all electronically available Oregon convictions for possession of one ounce or less of marijuana, in pre-2016 cases in which the person was 21 years of age or older, this was the only charge, and there were no victims.

Below are some commonly asked questions about the pardons.

### **What is a pardon?**

A pardon is an act of complete forgiveness for a crime by a public official. In Oregon, the Governor has the constitutional power to grant pardons.

### **What convictions were pardoned by the Governor's pardon order?**

On November 21, 2022, Governor Brown pardoned state-level convictions of possession of one (1) ounce or less of marijuana in the State of Oregon, in certain electronically available cases that met three criteria:

- First, the only charge in the case was for possession of one ounce or less of marijuana. This means that no other charges were filed by law enforcement, and excludes all cases involving manufacture and delivery of marijuana.
- Second, the case did not include a victim.
- Third, the sole individual in the case was 21 years of age or older at the time of the possession of marijuana.

### **Will the Governor's marijuana pardon result in anyone being freed from incarceration?**

No. No one is currently incarcerated in the state of Oregon solely for the possession of one ounce or less of marijuana.

### **How many convictions were pardoned?**

A total of 47,144 convictions were pardoned by the Governor's pardon order.

**How many people does this impact?**

The estimated number of people impacted by the Governor's marijuana pardon is approximately 45,000 individuals. The exact number of people affected is unclear because an individual may have had several convictions pardoned through this process.

**Does the pardon order also forgive unpaid fines associated with the conviction or violation?**

Yes. The Governor's pardon order also forgives approximately \$14 million in unpaid court fines and fees associated only with the pardoned convictions. As a result, the State will no longer collect those fines and fees, however, it may take a few weeks for the State to update its records and to reach out to collection agencies to waive the fines and fees included in the Governor's pardon. The State anticipates that all records should be updated to clear the remaining balance on the associated case within one month of the Governor's action.

**How and when will my marijuana conviction be pardoned?**

If your conviction met the criteria outlined above, shortly after Governor Brown's pardon order on November 21, 2022, the circuit court in the county of conviction will seal the cases with pardoned convictions, which has the effect of removing the case and conviction from your official court record. A copy of the court order sealing your record will be available within 6-8 weeks. If you need a copy of the circuit court's order pertaining to your case, then you may request a copy by following this link: <https://www.courts.oregon.gov/forms/Pages/marijuana-pardon.aspx>.

**What happens to my criminal record after the court seals my record and what will a pardoned conviction look like on my criminal history?**

The pardoned marijuana conviction will no longer show up on background checks of public court records. However, the conviction may show up on background checks conducted by law enforcement officials or licensing authorities, but it will show up as a pardoned conviction. In addition, certain private companies may have collected the data associated with the conviction prior to the date of the Governor's pardon, either through a contract with the State or by gathering that data from public sites on the internet.

If your conviction was pardoned, the State will inform private companies with data agreements with state courts that the convictions were pardoned and most will remove the pardoned cases from their records. Please note, however, that the State does not have direct control over the information that is stored and shared through private companies and the company may be unwilling or unable to remove the information associated with the pardoned conviction. If you believe your case has been pardoned and you find that a private company has the record and it is showing up on a background check, please contact [OJD.order.request@ojd.state.or.us](mailto:OJD.order.request@ojd.state.or.us).

**Will I be notified if my conviction has been pardoned?**

No. The aggregate information provided by the Oregon Judicial Department for these pardons did not include any identifying information such as addresses or other demographic information. Therefore, the Governor's office does not have contact information for individuals whose convictions were pardoned and will not notify individuals.

**How will I know if my case with the marijuana conviction was included in the pardon?**

If your marijuana conviction and case met the criteria described above, then the Governor's pardon of your conviction and the court's sealing of the case record will go forward without your involvement. Individuals with pardoned convictions may not realize that their record had been sealed. Information about how to look up your case is available at <https://www.courts.oregon.gov/forms/Pages/marijuana-pardon.aspx>.

**I have an old marijuana conviction. Why wasn't it pardoned?**

There are two possible reasons why your conviction was not pardoned.

First, your marijuana conviction and case may not have qualified for a pardon based on the Governor's criteria. As described above, Governor Brown pardoned state-level convictions of possession of one (1) ounce or less of marijuana in the State of Oregon, excluding municipal and justice court convictions. The person convicted must have been 21 years of age or older at the time of possession. The only charge in the case must have been for possession of one (1) ounce or less of marijuana, meaning that no other charges were filed by law enforcement in that case, and the case did not include manufacture and delivery of marijuana. Lastly, the case involving the pardoned conviction did not include a victim. If your conviction or case does not meet one of those criteria, then your old marijuana conviction was not pardoned.

Second, for some convictions—especially those from before 2005—there may have been insufficient information for the State to determine whether the conviction met the Governor's criteria specified in the Governor's marijuana pardon order and described above. As a result, those convictions with insufficient data were not included in the Governor's pardon.

**Why does the Governor's marijuana pardon apply only to State-level convictions?**

The statewide judicial database that is utilized by the Oregon Judicial Department does not have access to locally-operated city and county municipal or justice court records. If you want to learn more about setting aside court records (i.e. expungement) related to a marijuana possession conviction in a justice or municipal court, then please reach out directly to the respective court. Contact information for municipal and justice courts is available at <https://www.courts.oregon.gov/courts/pages/other-courts.aspx>.

**Does the Governor's marijuana pardon apply to convictions in another state if the individual now lives in Oregon?**

No. Governor Brown has the authority to pardon only Oregon convictions.

**Does President Biden's recent pardon of simple possession of marijuana convictions overlap with any of the convictions pardoned by Governor Brown?**

No. President Biden pardoned only federal-level possession of marijuana convictions, whereas Governor Brown's marijuana pardon applies only to state-level convictions in Oregon.

**Does the Governor's marijuana pardon apply to individuals who sold marijuana, possessed more than one (1) ounce of marijuana, or have some other conviction for marijuana?**

No. Governor Brown's marijuana pardon order applies only to state-level convictions of *possession* of one (1) ounce or less of marijuana in the State of Oregon, in single-charge cases without a victim in which the individual was 21 years of age or older.

**Are non-citizens excluded from the Governor's marijuana pardon?**

No. Governor Brown's marijuana pardon applies to both citizens and non-citizens, and does not exclude non-citizens.

**What are the demographics of individuals with pardoned convictions?**

The information about the cases considered by the Governor did not include any demographic information.

**How much did this pardon process cost in tax dollars or otherwise?**

The pardons were completed largely using existing state resources. There were no additional funds allocated to the Governor's Office; the Oregon Judicial Department was given one-time funds by the legislature for court staff to execute the court orders and complete the sealing process.

**What should I do if my marijuana conviction was not pardoned, but I think it should have been?**

If your conviction was not pardoned, then you should first apply with the relevant court to have your conviction "set aside" (i.e. expunged). Information about that process is included in a separate question below. Alternatively, if you would like to request a pardon for a conviction that was not included in the Governor's marijuana pardon order, you may apply for a pardon by submitting [this form](#) to the Governor's office. The typical pardon application process involves a case-by-case evaluation of your application by the Governor and staff in the Governor's office. A decision by the Governor is usually made within six to twelve months. In addition to applying for a pardon, you may also apply to set aside (i.e. expunge) a conviction to remove it from public records. Here is more information on how to apply for a set aside (i.e. expungement):

<https://www.courts.oregon.gov/forms/Pages/CrimArrestSetAside.aspx>.

**How does the traditional pardon application process, including for marijuana convictions that were not included in the Governor's marijuana pardon, work?**

The traditional pardon process works on a case-by-case basis. The individual seeking a pardon must submit an application that is evaluated by the Governor's office and the Governor, who has the sole discretion to pardon an individual's conviction(s). If you would like to request a pardon for a conviction that was not included in the Governor's marijuana pardon order, you may apply for a pardon by submitting [this form](#) to the Governor's office.

**How do I apply to expunge or seal marijuana convictions that were not included in the Governor's marijuana pardon?**

Oregon does not offer "expungement" of adult criminal records, but it does offer "set asides." When a record is set aside in Oregon, the court seals the record of conviction and the applicant is deemed not to have been previously convicted. The court orders the record of the conviction and all other official records, including law enforcement records, to be sealed. Here is more information on how to apply for a set aside: <https://www.courts.oregon.gov/forms/Pages/CrimArrestSetAside.aspx>.