

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 7, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, 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: June 24th – Version 1 or 2
 - c. Intergovernmental Agreement with the City of Heppner for Sheriff's Services
 - d. Payment-in-Lieu-of-Taxes (PILOT) Solar Agreement, Tower Solar, LLC
 - e. Master Services Agreement with Ducote Consulting for Grant Writing Services
 - f. General Maintenance Dept. Purchase Request: 2023 Ford F-550 Pickup
 - g. Parks Dept. Purchase Request: 2023 Ford F-550 Pickup
 - h. Property Tax Refund Application: Amazon, \$2,534.21
5. **Business Items**
 - a. Select Alternate for the Lower Umatilla Basin Groundwater Management Area Committee
 - b. Select Fourth Alternate to the Columbia Development Authority Board
 - c. Select Alternates to the Columbia River Enterprise Zone II and III Boards
6. **Department Reports**
 - a. Assessment & Tax Quarterly Report (Mike Gorman, Assessor/Tax Collector)
 - b. Sheriff's Office Monthly Report (Melissa Camarillo)
 - c. Local Public Safety Coordinating Council (LPSCC) Quarterly Report, (Jessica Rose)
7. **Commissioner Liaison Reports**
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact 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

Version 1 by BOC Executive Assistant

**Morrow County Board of Commissioners
Special Meeting Minutes
June 24, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutchter, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Corol Mitchell, David Mitchell

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenholz

Call to Order: 10:32 a.m.

Pledge of Allegiance: Waived

City & Citizen Comments: None

Open Agenda: Waived

Executive Sessions: Pursuant to 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; and Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection; and Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

To clarify, Chair Doherty asked County Counsel, Justin Nelson, if the Board moved into Executive Session, and given that there were three different citations, was it better to go through them and make sure we have what we need as opposed to trying to stick with one or the other?

Mr. Nelson said the Board would go into Executive Session for all three. He then noted the amended part of the agenda in red print would not be a basis for the session. It's for the other two. He said 192.660(2)(a) did not apply for this Executive Session.

Chair Doherty read the two applicable Executive Session citations:

1. Pursuant to 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
2. Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

Chair Doherty asked Mr. Nelson if there was the potential for meeting under the third citation, 192.660(2)(a).

Mr. Nelson replied no, that one actually applies for the employment of an individual. He said he talked to Bruce Bischoff, labor counsel, Katie Kammer, CIS counsel (CityCounty Insurance) and Lindsay Grogan, HR Director, when he saw the agenda and he didn't think it fit under the Executive Session for that aspect.

Chair Doherty said there was the potential to possibly come out of Executive Session for a decision and/or action item. He asked if there was a time-certain.

Mr. Nelson said there was not a set time. If someone wanted to join back in, a time could be set, and it would be appropriate, especially for those who dialed in. He suggested 11:00, but deferred to the Board.

Chair Doherty said at 11:00 the link would be put back up. Discussion. He then added it would be no sooner than 11:00 a.m.

Mr. Nelson said, theoretically, they'd now go into Executive Session with the expectation of coming out at 11:00. Anyone coming in to the video could dial back in at 11:00. If there were changes either way, they'd come back in, mostly at 11:00 to give an update if there was more time needed. At that time, they could indicate, a.) we're still in Executive Session and would come back in at a certain time.

Discussion took place about remaining in the same room or moving to the Lower Conference Room. The decision was made to hold the Executive Sessions in the Lower Conference Room.

10:38 a.m.: Chair Doherty said with that, they'd suspend this meeting and go into Executive Session. He asked that the appropriate signs be posted.

12:09 p.m.

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutcher, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Corol Mitchell, David Mitchell, Bobbi Childers

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenholz, SaBrina Bailey-Cave, Sandi Patton, Kandy Boyd, Heidi Turrell, Vickie Turrell, Jaylene Papineau, Sandi Pointer, Theresa Crawford

Chair Doherty noted Mr. Bischoff was not on Zoom. Mr. Nelson said he didn't have to be but it was up to the Board. Commissioner Lindsay said he probably should be. Ms. Grogan said she would send him the Zoom link. Chair Doherty suggested waiting one more minute before moving on. After a moment, he said they would move forward without Mr. Bischoff.

Chair Doherty reconvened in open session and said with three attorneys in the same room, it took longer than they thought they were going to but they wanted things right.

Chair Doherty moved for the Board of Commissioners to consider the employment of the County Administrator at an Executive Session as authorized in ORS 192.660(2)(a) at a time to be set next week. Further, the Chair is authorized to work with labor counsel on the letter that shall be sent to the County Administrator and determine with guidance from labor counsel if the Administrator should be placed on paid administrative leave, pending the meeting. Commissioner Lindsay seconded. Vote: Aye: Commissioner Lindsay. (Chair Doherty did not state his vote.) Nay: Commissioner Russell. Chair Doherty said motion carried two to one.

Chair Doherty moved that the Human Resource Director and Human Resource counsel were directed to move forward responding to, and taking corrective measures raised in the personnel investigation in the Morrow County Health Department. Commissioner Lindsay seconded. Unanimous approval.

Adjourned: 12:14 p.m.

**Morrow County Board of Commissioners
Special Meeting Minutes
June 24, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon**

******Pursuant to ORS 192.650(1) the Morrow County Board of Commissioners elect use the recorded audio from the June 24, 2022 Special Meeting of the Morrow County Board of Commissioners in place of written minutes from the meeting. A copy of the public meeting audio will be provided upon request and shall be retained by Morrow County as required by law.******

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutchter, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Carol Mitchell, David Mitchell

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenzholz

Call to Order: 10:32 a.m.

Pledge of Allegiance: Waived

City & Citizen Comments: None

Open Agenda: Waived

Executive Sessions: Pursuant to 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; and Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection; and Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

10:38 a.m.: Public Meeting suspended. Board of Commissioners go into Executive Session.

12:09 p.m.: Public Meeting reconvened.

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutchter, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Carol Mitchell, David Mitchell, Bobbi Childers

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenzholz, SaBrina Bailey-Cave, Sandi Patton, Kandy Boyd, Heidi Turrell, Vickie Turrell, Jaylene Papineau, Sandi Pointer, Theresa Crawford

Adjourned: 12:14 p.m.

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

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

Renew Law Enforcement Services Agreement with the City of Heppner for Fiscal Year 2022-2023.

2. FISCAL IMPACT:

Income of \$190,079.96 for fiscal year 2022-2023 for Law Enforcement Services.

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

Suggest approval and signing of Agreement

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2022, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Heppner, "City."

RECITALS

1. The City of Heppner desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled including enforcement of all City code provisions. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Heppner. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.

2. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.

3. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 205.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

1. Sheriff and County agree to provide law enforcement, health and safety protection and services in the following particulars as described below:

a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide. The Police service will also encompass the enforcement of City Ordinances.

b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 80 hours per week of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and

non-directed vehicular or on-foot pages through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. For that reason, if a deputy is off due to vacation or sick leave during the period when they are scheduled to work the Heppner contract, it will be handled in the same fashion. The impact on patrol time under this contract due to training, vacation, and/or sick leave will be no greater than the City experience in the past with its own police force.

c. The Heppner deputies assigned to fulfill the terms of this agreement shall be assigned to work in an area that encompasses a 3-mile radius from the intersection of Hwy 207/206/74 unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The Heppner deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aide or emergency situations. In the case of emergencies or in situation where the Heppner deputy must leave the Heppner patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.

d. The Heppner deputies will be available to enforce all City ordinance and code provisions. Coordination for code enforcement shall be arranged between the City Manager and the Sheriff's office. A program will be developed for directing citizen calls and concerns so the deputies cover calls and emergencies.

e. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

f. The City through the City Manager and the Sheriff working through an assigned departmental liaison will collaborate to develop programs and enforcement policies for the Heppner deputies to implement. The programs and policies will be primarily developed by the Heppner Council through recommendations from the Heppner Police Commission. The City welcomes and will always consider the input of the Sheriff's liaison and deputies in the development of City programs and enforcement policy affecting this contract. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met.

9. This agreement shall be effective the first day of July, 2022 and run to June 30, 2023 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30. The agreement shall be reviewed and renewed for the next fiscal year on or before March 1 of the current fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

10. The City will pay the County for services under this agreement as provided herein at the rate of \$190,079.96 fiscal year (Patrol Deputy Intermediate Step 2). The following vehicle purchasing information will not apply this budget year. The 2022-2023 budget year is not a purchase year for a patrol vehicle (Dodge Charger, Durango, Ram 1500, Ram 2500). The cost of the vehicle is not included in the above contracted amount for services. The vehicle will be selected by the City of Heppner. Heppner, purchased by Morrow County and invoiced to the City of Heppner. The patrol vehicle estimated cost is \$29,000-\$35,000, depending on the vehicle selected. Payment is to be made on the following basis: October 1, January 1, April 1 and June 30. The rate of consideration shall not be changed unless the County gives the City intent to do so by March 1 of the fiscal year. The Sheriff's/Heppner operation budget for vehicles is based on a three (3) year replacement and depreciation schedule. The City will purchase patrol vehicles in accordance with the Counties schedule as outlined in the yearly budget statements. When these vehicles have reached the end of their rotation, they will be turned over to the city to utilize or dispose of at the City's discretion.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.

14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default

without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

**MORROW COUNTY
BOARD OF COMMISSOINERS**

CITY OF HEPPNER

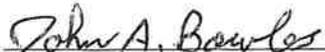
_____/_____
Melissa Lindsay, Commissioner Date

 11-17-22
Heppner City Mayor Date

_____/_____
Donald Russell, Commissioner Date

 11-17-22
Heppner City Manager, Date

_____/_____
Jim Doherty, Commissioner Date

 11/17/22
~~Kenneth W. Matlack, Sheriff~~ Date



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

(For BOC Use)
 Item #
 4d

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

Presenter at BOC: Justin Nelson / Mike Gorman
 Department: County Counsel / Assessor
 Short Title of Agenda Item:

Date submitted to reviewers: 11/29/22
 Requested Agenda Date: 12/7/2022

(No acronyms please)

Solar Payment-In-Lieu-Of-Taxes (PILOT) Agreement - Tower Solar, LLC

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Board of Commissioners reviewed a presentation and draft agreement from Tower Solar LLC. County Counsel has continued to work with Tower Solar LLC and we are prepared for the Board of Commissioners to review/sign the proposed agreement.

2. FISCAL IMPACT:

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

Motion to approve the Payment-in-Lieu-of-Tax Agreement with Tower Solar, LLC

Attach additional background documentation as needed.

**PAYMENT-IN-LIEU-OF-TAX AGREEMENT
TOWER SOLAR, LLC**

Morrow County, a political subdivision of the State of Oregon (the “County”), and Tower Solar, LLC (the “Company”) hereby enter into this agreement (the “Agreement”).

RECITALS

A. The Company or an affiliate of the Company intends to construct a solar photovoltaic electricity generation facility with an expected potential generating capacity of up to 120 MWac that will be located in the County and outside the boundaries of any incorporated city (the “Project”).

B. Under Section 1, Chapter 571, Oregon Laws 2015 (as amended by Section 1, Chapter 628, Oregon Laws 2019 and Section 1, Chapter 571, Oregon Laws 2021) (the “Legislation”), the governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property.

C. The County and the Company would like to enter into a payment-in-lieu-of-tax agreement pursuant to the Legislation.

AGREEMENT

The County and the Company hereby agree as follows:

**ARTICLE 1
EXEMPTION**

1.1 Exempt Property. The property that is exempt from property tax under this Agreement (the “Exempt Property”) shall include all property comprising the Project during the Exemption Period, which property shall include without limitation solar modules, racking, foundations, inverters, transformers, roads and civil construction work, underground or overhead electrical lines and grid interconnection facilities, land, and associated supporting infrastructure and facilities. Unless otherwise specified by the Company pursuant to Section 3.1, the Exempt Property shall include repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement.

1.2 Exemption. Except as provided in Article 5, the Exempt Property shall be exempt from property taxes for the period including the fifteen consecutive property tax years beginning July 1 (each, a “Tax Year”) beginning with the Tax Year identified in the first notice provided

under Section 3.1 and, if the Company delivers written notice of its intent to extend the period on or before December 31 of the 15th Tax Year, the next five consecutive Tax Years after the 15th Tax Year in the period (the “Exemption Period”).

**ARTICLE 2
PILOT PAYMENTS**

2.1 PILOT Payment Options. The Company has developed and permitted the Project to be constructed with or without energy storage facilities as an associated supporting infrastructure. If the Project is constructed and operated without associated energy storage facilities (PV Solar only), the Company will make PILOT Payments pursuant to the provisions of Section 2.2. If the Project is constructed and operated with associated energy storage facilities, the Company will make PILOT Payments pursuant to the provisions of Section 2.3.

2.2 PILOT Payments (PV Solar- Only). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$6,250 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the “PILOT Payments”).

2.3 PILOT Payments (PV Solar + Storage). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$7,000 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the “PILOT Payments”).

2.4 Credits for Real Property Tax Payments. Should the Company, under any subsequently adopted State or local law or for any other reason, pay for any Tax Year any amounts in the nature of property taxes, general assessments, service charges, or other general governmental charges of a similar nature levied or assessed upon any Exempt Property, the PILOT Payments for the Tax Year shall be reduced by such amounts. The Company shall give the County prior written notice of its intention to claim any credit pursuant to the provisions of this Section 2.2 at least ten days before the applicable PILOT Payment is due.

**ARTICLE 3
NOTICES**

3.1 Company Notices. On or before December 31 before the first Tax Year of the Exemption Period, the Company shall file with the county assessor a copy of this Agreement and a request for computation of the PILOT Payments for the Tax Year, which request shall specify the first Tax Year of the Exemption Period. On or before December 31 before each subsequent Tax Year in the Exemption Period, the Company shall file with the county assessor a request for computation of the PILOT Payments for the Tax Year. Each request for computation of the PILOT Payments shall identify the owner or person in possession or control of the Project, include any information required by the assessor to compute the PILOT Payments, including the nameplate capacity of the Project in MWac, and specify any property in the Project that is not to

be treated as Exempt Property. A request for computation that is filed after December 31 must be accompanied by a late fee of \$200.

3.2 County Notices. On or before February 1 of each Tax Year in the Exemption Period, the county assessor shall compute the PILOT Payment for the Project and shall notify the Company (i) that the PILOT Payment must be paid to the county treasurer on or before March 1 and (ii) of the amount due and of the consequences of late payment or nonpayment.

ARTICLE 4 FAILURES TO MAKE PILOT PAYMENTS

4.1 Temporary Loss of Exemption. If the Company does not timely pay the PILOT Payment for any Tax Year and does not pay the PILOT Payment plus interest at the rate prescribed in ORS 311.505 (2) by the following March 1, the Exempt Property will not be exempt for the next Tax Year and shall be assessed and taxed as other similar property is assessed and taxed. Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

4.2 Disqualification. If the Company fails to pay the PILOT Payments for more than one year during the Exemption Period, the Exempt Property shall be disqualified from the exemption. Property that is disqualified under this subsection shall be assessed and taxed as other similar property is assessed and taxed and shall be assessed a penalty in an amount equal to one year of the PILOT Payments.

ARTICLE 5 ASSIGNMENTS

5.1 Assignments. The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender, to any affiliate or other entity formed for the purpose of developing, constructing, owning, or operating the Project, and to any purchaser or lessee of the Project, without the consent of the County, as long as such successor owner assumes and agrees to be bound by this Agreement. In such event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable, but not later than 20 days thereafter. The County shall execute and deliver and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing of the Project. Except as set forth in this Article 5, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other party, and any attempt by any party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, shall be null and void.

ARTICLE 6 MISCELLANEOUS

6.1 Notices. Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the party receiving it.

If to the County, to:

Morrow County
P.O. Box 247
Heppner, OR 97836
Facsimile No.: (541) 676-5610

If to the Company, to:

Tower Solar, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Contracts Administration

And

Avangrid Renewables, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Tax Department

with a copy to:

Troutman Sanders LLP
100 SW Main Street, Suite 1000
Portland, OR 97204
Attention: Adam C. Kobos

6.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6.3 Entire Agreement. This Agreement is the entire agreement between the County and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the County and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the County or the Company, implied or express, other than those contained in this Agreement.

6.4 Severability. If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

6.5 Amendments. This Agreement may not be amended unless such amendment is in writing and executed by the County and the Company.

6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and venue shall be in the Circuit Court of the State of Oregon for the County of Morrow

6.7 Right to Contest Assessments. Nothing in this Agreement shall limit or restrict the Company from challenging the real market value or assessed value of any property, or the amount that is or would, but for the exemption, be due for property taxes.

The Company and the County have executed this Agreement effective as of the date of the last signature set forth below.

MORROW COUNTY

County Commissioner
Date: _____

County Commissioner
Date: _____

County Commissioner
Date: _____

TOWER SOLAR, LLC.

By: _____
Name: Sara Parsons
Title: Authorized Representative
Date: _____

By: _____
Name: _____
Title: Authorized Representative
Date: _____

EXHIBIT B-1

DESCRIPTION OF PROPERTY

All that real property located in Morrow County, State of Oregon, described as follows:

An approximately 390 acre portion of Sections 15, 16, 17, 20, and 21, Township 4 North, Range 24 East of the Willamette Meridian, in the County of Morrow and State of Oregon, which is commonly described on this Exhibit A, and visually depicted on Exhibit B hereto, which Exhibit B visual depiction is hereby incorporated into and made a part of this Exhibit A description of Property:

That certain property in Section 17, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 28.299" N, 119° 51' 4.251" W);

Thence N 82-26-8 E a distance of 1,419.97';
Thence S 47-48-0 W a distance of 1,725.81';
Thence N 7-33-53 W a distance of 980.87' to the Point of Beginning.

Approximately 16 acres

TOGETHER WITH

That certain property in Sections 15, 16, 17 and 20, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 30.408" N, 119° 50' 40.039" W);

Thence N 82-26-9 E a distance of 8,443.79';
Thence S 1-19-1 E a distance of 74.86';
Thence N 82-26-8 E a distance of 300';
Thence N 1-19-1 W a distance of 74.86';
Thence N 82-26-9 E a distance of 1,151.51';
Thence S 8-30-23 E a distance of 196.92';
Thence S 76-29-19 W a distance of 12,056.88';
Thence N 47-48-0 E a distance of 2,544.35' to the Point of Beginning.

Approximately 191 acres

TOGETHER WITH

That certain property in Sections 15, 16 and 21, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 21.822" N, 119° 49' 48.775" W);

Thence N 76-29-20 E a distance of 6,466.12';
Thence S 8-32-6 E a distance of 366.06';
Thence S 61-51-46 W a distance of 6,885.57' to the Point of Beginning.

Approximately 183 acres

2022 Ore. SB 1519

Enacted, March 23, 2022

Reporter

2022 Ore. ALS 79; 2022 Ore. Laws 79; 2022 Ore. SB 1519

OREGON ADVANCE LEGISLATIVE SERVICE > OREGON 81ST OREGON LEGISLATIVE ASSEMBLY - 2022 REGULAR SESSION > CHAPTER 79 > SENATE BILL 1519

Notice

Added: Text highlighted in green

Deleted: Red text with a strikethrough

Synopsis

AN ACT Relating to property tax exemption for community solar projects; creating new provisions; amending [ORS 307.175](#) and [757.386](#) and section 4, chapter 656, Oregon Laws 2011; and prescribing an effective date.

Text

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS [307.175](#) is amended to read:

307.175.

(1) As used in this section:

- (a) “Alternative energy system” means property consisting of solar, geothermal, wind, water, fuel cell or methane gas energy systems for the purpose of heating, cooling or generating electricity.
- (b) “Community solar project” has the meaning given that term in [ORS 757.386](#).
- (c) “Residential” means that a dwelling is the occupant’s principal place of residence.
- (d) “Residential subscriber” means:
 - (A) A subscriber who is an individual owner or tenant of residential housing; or
 - (B) The owner of a residential building that subscribes on behalf of tenants residing in units of low-income housing in the building.

(2) ~~An alternative energy system~~ The following property is exempt from ad valorem property taxation ~~if the system is:~~

- (a) An alternative energy system that is:
 - (a)(A) A net metering facility, as defined in [ORS 757.300](#); or
 - (b)(B) Primarily designed to offset onsite electricity use.
 - (b) The proportion of a community solar project that is owned by residential customers or leased by residential subscribers.
- (3) Notwithstanding [ORS 307.110](#) and [308.505](#) to [308.674](#), any portion of the real property to which an alternative energy system is affixed is exempt under this section if:
- (a) The real property is otherwise exempt from ad valorem property taxation; and
 - (b) The alternative energy system is exempt under this section.
- (4) Property equipped with an alternative energy system is exempt from ad valorem property taxation in an amount that equals any positive amount obtained by subtracting the real market value of the property as if it were not equipped with an alternative energy system from the real market value of the property as equipped with the alternative energy system.
- (5) A community solar project is eligible to claim the exemption granted under this section beginning on the date on which the electrical inspection for the project is completed and approved.
- (6) The proportion of a community solar project that is owned by residential customers or leased by residential subscribers shall be the percentage of the nameplate capacity of the project that is allocated to such ownership or subscription as of January 1 at 1:00 a.m. of the assessment year.
- (7)
- (a) The project manager of a community solar project seeking exemption under this section must file with the Department of Revenue, on or before March 15 preceding the property tax year for which the exemption is claimed, the proportion determined in accordance with subsection (6) of this section. The proportion may be included with the statement required under [ORS 308.524](#).
 - (b) Notwithstanding paragraph (a) of this subsection, the proportion may be filed with the department after March 15 and on or before May 1 of the assessment year if accompanied by a late filing fee of \$200. The late filing fee is in addition to and not in lieu of any other filing fees or penalties applicable to the taxation of the community solar project.
- (8) A community solar project that is granted exemption under this section may not be granted any other exemption from ad valorem property taxes for the same property tax year.

SECTION 2. Section 4, chapter 656, Oregon Laws 2011, as amended by section 28, chapter 193, Oregon Laws 2013, and section 1, chapter 542, Oregon Laws 2017, is amended to read:

Sec. 4.

- (1) The amendments to [ORS 307.175](#) by section 3, chapter 656, Oregon Laws 2011, apply to property tax years beginning on or after July 1, 2011.

- (2) The amendments to [ORS 307.175](#) by section 1 of this 2022 Act apply to property tax years beginning on or after July 1, 2022.
- (2) (3) An exemption under [ORS 307.175](#) may not be allowed for property tax years beginning after July 1, ~~2023~~2029.

SECTION 3. ORS [757.386](#) is amended to read:

757.386.

- (1) For purposes of this section:
 - (a) “Community solar project” means one or more solar photovoltaic energy systems that provide owners and subscribers the opportunity to share the costs and benefits associated with the generation of electricity by the solar photovoltaic energy systems.
 - (b) “Electric company” has the meaning given that term in [ORS 757.600](#).
 - (c) “Owner” means a customer of an electric company who has proportionate ownership of part of a community solar project, such as direct ownership of one or more solar panels or shared ownership of the infrastructure of the community solar project.
 - (d) “Project manager” means the entity identified as having responsibility for managing the operation of a community solar project and, if applicable, for maintaining contact with the electric company that procures electricity from the community solar project. A project manager may be:
 - (A) An electric company; or
 - (B) An independent third party.
 - (e) “Solar photovoltaic energy system” means equipment and devices that have the primary purpose of collecting solar energy and generating electricity by photovoltaic effect.
 - (f) “Subscriber” means a customer of an electric company who proportionately leases part of a community solar project for a minimum of 10 years.
- (2)
 - (a) The Public Utility Commission shall establish by rule a program for the procurement of electricity from community solar projects. As part of the program, the commission shall:
 - (A) Adopt rules prescribing what qualifies a community solar project to participate in the program;
 - (B) Certify qualified community solar projects for participation in the program;
 - (C) Prescribe the form and manner by which project managers may apply for certification under the program; and
 - (D) Require, by rule or order, electric companies to enter into a 20-year power purchase agreement with a certified community solar project.
 - (b) The commission shall adopt rules under paragraph (a)(A) of this subsection that, at a minimum:

- (A) Incentivize consumers of electricity to be owners or subscribers;
 - (B) Minimize the shifting of costs from the program to ratepayers who do not own or subscribe to a community solar project;
 - (C) Where an electric company is the project manager, protect owners and subscribers from undue financial hardship; and
 - (D) Protect the public interest.
- (c) The commission may suspend the program adopted under this subsection if the commission has good cause to suspend the program.
- (3) A community solar project:
- (a) Must have at least one solar photovoltaic energy system with a minimum generating capacity of 25 kilowatts;
 - (b) Must be located in this state; and
 - (c) May be located anywhere in this state.
- (4) A project manager may offer ownership in or subscriptions to a community solar project only to consumers of electricity that are located:
- (a) In this state; and
 - (b) In the service territory of an electric company.
- (5)
- (a) A project manager may offer proportional ownership in or proportional subscriptions to a community solar project in any amount that does not exceed a potential owner's or potential subscriber's average annual consumption of electricity.
 - (b) Any value associated with the generation of electricity in excess of an offer to own or subscribe to a community solar project as limited by paragraph (a) of this subsection must be used by the electric company procuring electricity from the community solar project in support of lowincome residential customers of the electric company.
- (6)
- (a) Except as provided in paragraph (b) of this subsection, an electric company shall credit an owner's or subscriber's electric bill for the amount of electricity generated by a community solar project for the owner or subscriber in a manner that reflects the resource value of solar energy. For purposes of this paragraph, the commission shall determine the resource value of solar energy.
 - (b) The commission may adopt a rate for an electric company to use in crediting an owner's or subscriber's electric bill other than the rate described in paragraph (a) of this subsection if the commission has good cause to adopt the different rate.
- (7)
- (a) Except as otherwise provided in this section, owners and subscribers shall bear the costs and benefits of constructing and operating a community solar project.

- (b) Costs incurred by an electric company under the terms of a power purchase agreement entered into pursuant to subsection (2)(a)(D) of this section are recoverable in the rates of the electric company. Moneys collected pursuant to imposing those rates, under the terms of a power purchase agreement entered into pursuant to subsection (2)(a)(D) of this section, may be transferred to a project manager for the purpose of operating a community solar project.
- (c) All start-up costs prudently incurred during the development or modification of the program established under this section are recoverable in the rates of an electric company.
- (d) Owners and subscribers shall bear all ongoing costs incurred during the continued administration of the program established under this section.
- (8) Owners and subscribers own all renewable energy certificates established under [ORS 469A.130](#) that are associated with the generation of electricity by a community solar project, in proportion to the owner's proportional ownership in or the subscriber's proportional subscription to the community solar project.
- (9) As part of the program established under this section, the commission shall:
 - (a) Determine a methodology by which 10 percent of the total generating capacity of the community solar projects operated under the program will be made available for use by low-income residential customers of electricity; and
 - (b) Periodically review and adjust the percentage described in paragraph (a) of this subsection.
- (10) A subscription described in this section shall be considered a lease for purposes of [ORS 307.092](#) and [307.112](#).

SECTION 4.

The amendments to [ORS 757.386](#) by section 3 of this 2022 Act apply to property tax years beginning on or after July 1, 2022.

SECTION 5.

This 2022 Act takes effect on the 91st day after the date on which the 2022 regular session of the Eighty-first Legislative Assembly adjourns sine die.

History

Approved by the Governor March 23, 2022

Effective date: June 3, 2022

Sponsor

Energy and Environment

OREGON ADVANCE LEGISLATIVE SERVICE
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2021 Ore. SB 154

Enacted, July 19, 2021

Reporter

2021 Ore. ALS 571; 2021 Ore. Laws 571; 2021 Ore. SB 154

OREGON ADVANCE LEGISLATIVE SERVICE > OREGON 81ST OREGON LEGISLATIVE ASSEMBLY - 2021 REGULAR SESSION > CHAPTER 571 > SENATE BILL 154

Notice

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Synopsis

AN ACT Relating to solar projects; creating new provisions; amending sections 1 and 3, chapter 571, Oregon Laws 2015; and prescribing an effective date.

Text

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 1, chapter 571, Oregon Laws 2015, as amended by section 1, chapter 628, Oregon Laws 2019, is amended to read:

Sec. 1.

(1)

- (a)** The governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property.
- (b)** An agreement ~~may not be~~ entered into under this section:
 - (A)** May not be for a term longer than 20 consecutive years;
 - (B)** Must indicate how the land on which the solar project is located will be treated with respect to the exemption and fee in lieu of property taxes; and
 - (C)** Must set the rate of the fee in lieu of property taxes in accordance with subsection (2) of this section.

- (b) (c)** If any portion of a solar project is located within the boundaries of an incorporated city, the governing body of the county shall consult with the governing body of the city before entering into an agreement under paragraph (a) of this subsection. An agreement entered into under paragraph (a) of this subsection with respect to a solar project located within the boundaries of the incorporated city is not effective unless the governing body of the city is a party to the agreement.
- (2)** The fee in lieu of property taxes shall be computed at ~~the~~ a rate ~~of~~ not less than \$5,500, and not more than \$7,000, per megawatt of nameplate capacity of the solar project for each property tax year. Megawatt of nameplate capacity shall be carried to the third decimal place.
- (3)**
- (a)** On or before December 31 preceding the first property tax year to which an agreement entered into under this section relates, the owner or person in possession or control of the solar project shall file with the assessor of the county in which the solar project is located and the Department of Revenue a copy of the agreement and the nameplate capacity of the solar project.
- (b)** For each subsequent property tax year to which the agreement relates, the owner or person in possession or control of the solar project shall include with the statement required under ~~ORS 308.520~~ 308.524 the nameplate capacity of the solar project.
- (c)** A filing made under paragraph (a) of this subsection after December 31 must be accompanied by a late fee of \$200. A filing may not be made after March 1 preceding the property tax year to which the filing relates.
- (4)**
- (a)** For each property tax year to which an agreement relates, the department, when certifying and transmitting the assessment roll to the county assessors under ~~ORS 308.505 to 308.681~~ 308.505 to 308.674, shall provide the nameplate capacity of each solar project paying the fee in lieu of property taxes to each assessor of a county in which a solar project is located.
- (b)** As required under ORS 311.255, the county assessors shall extend upon the tax roll against all property constituting a solar project located in the respective counties all fees in lieu of property taxes for the property tax year. The fees shall be apportioned and distributed ~~pursuant to the percentage schedules prepared under ORS 311.390~~ among the taxing districts having jurisdiction over the property in the proportion that each taxing district's total tax rate for the property tax year bears to all the taxing districts' total tax rates for the property tax year.
- (5)**
- (a)** If the owner or person in possession or control of a solar project that has entered into an agreement under this section fails to pay the fee as required under this section, the property constituting the solar project is not exempt for the following property tax year and shall be assessed and taxed as other similar property is assessed and taxed.
- (b)** Notwithstanding paragraph (a) of this subsection, the property shall be exempt for the following property tax year upon payment, within one year after the date of delinquency,

of the delinquent fee plus interest at the rate prescribed in [ORS 311.505 \(2\)](#). Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

(6)

(a) If the owner or person in possession or control of the solar project fails to pay the fee in lieu of property taxes for more than one year during the term of an agreement entered into under this section, notwithstanding the agreement, the property constituting the solar project shall be disqualified for the exemption and payment of the fee in lieu of property taxes.

(b) Property that is disqualified under this subsection shall:

(A) Be assessed and taxed as other similar property is assessed and taxed.

(B) In addition, be assessed a penalty in an amount equal to one year of the fee in lieu of property taxes for the property. The penalty assessed under this subparagraph shall be distributed in the manner described in subsection (4)(b) of this section.

(7)

(a) Property constituting a solar project that has received an exemption under [ORS 285C.350](#) to [285C.370](#) or [307.123](#) for any property tax year is not eligible to pay a fee in lieu of property taxes under this section.

(b) Paragraph (a) of this subsection does not apply to property constituting a solar project that was the subject of an application filed pursuant to [ORS 285C.350](#) to [285C.370](#) if the property did not receive the exemption for any property tax year. The election to pay the fee in lieu of property taxes for property described in this paragraph is not a disqualifying event.

SECTION 2. Section 3, chapter 571, Oregon Laws 2015, is amended to read:

Sec. 3.

(1) Section 1, ~~of this 2015 Act~~ chapter 571, Oregon Laws 2015, is repealed on January 2, ~~2022~~2028.

(2) Notwithstanding subsection (1) of this section, property constituting a solar project that is exempt from property taxes under section 1, ~~of this 2015 Act~~ chapter 571, Oregon Laws 2015, on the date specified in subsection (1) of this section shall continue to be exempt and to pay the fee in lieu of property taxes for the term specified in the agreement entered into under section 1, ~~of this 2015 Act~~ chapter 571, Oregon Laws 2015.

SECTION 3.

(1) The amendments to section 1 (1) and (2), chapter 571, Oregon Laws 2015, by section 1 of this 2021 Act apply to agreements for the payment of fees in lieu of property taxes entered into pursuant to section 1, chapter 571, Oregon Laws 2015, on or after the effective date of this 2021 Act.

- (2) The amendments to section 1 (4), chapter 571, Oregon Laws 2015, by section 1 of this 2021 Act apply to property tax years beginning on or after July 1, 2021.

SECTION 4.

This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.

History

Approved by the Governor July 19, 2021

Effective date: September 25, 2021

Sponsor

Senate Committee on Finance and Revenue

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2015 Ore. HB 3492

Enacted, June 25, 2015

Reporter

2015 Ore. ALS 571; 2015 Ore. Laws 571; 2015 Ore. HB 3492

OREGON ADVANCE LEGISLATIVE SERVICE > OREGON 78TH OREGON LEGISLATIVE ASSEMBLY > CHAPTER 571 > HOUSE BILL 3492

Notice

Added: Text highlighted in green

Synopsis

AN ACT Relating to taxation of solar projects; and prescribing an effective date.

Text

Be It Enacted by the People of the State of Oregon:

SECTION 1.

(1)

(a) The governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property. An agreement may not be entered into for a term longer than 20 consecutive years.

(b) If any portion of a solar project is located within the boundaries of an incorporated city, the governing body of the county shall consult with the governing body of the city before entering into an agreement under paragraph (a) of this subsection. An agreement entered into under paragraph (a) of this subsection with respect to a solar project located within the boundaries of the incorporated city is not effective unless the governing body of the city is a party to the agreement.

(2) The fee in lieu of property taxes shall be computed at the rate of \$7,000 per megawatt of nameplate capacity of the solar project for each property tax year. Megawatt of nameplate capacity shall be carried to the third decimal place.

(3)

(a) On or before December 31 preceding the first property tax year to which an agreement entered into under this section relates, the owner or person in possession or control of the solar project

shall file with the county assessor a copy of the agreement and a request for computation of the fee in lieu of property taxes for the property constituting the solar project. The request must include any information required by the assessor to compute the fee.

- (b) On or before December 31 preceding each subsequent property tax year to which an agreement entered into under this section relates, the owner or person in possession or control of the solar project shall file with the county assessor a request for computation of the fee in lieu of property taxes for the property constituting the solar project. If the identity of the owner or person in possession or control, or the nameplate capacity, of the solar project has changed, the request for computation of the fee must include the new information.
- (c) A request for computation that is not filed on or before December 31 must be accompanied by a late fee of \$200.

(4)

- (a) On or before February 1 of each year to which the agreement relates, the county assessor shall compute the fee in lieu of property taxes for the property constituting the solar project and shall notify the owner or person in possession or control:
 - (A) That the fee in lieu of property taxes must be paid to the county treasurer on or before March 1; and
 - (B) Of the amount due and of the consequences of late payment or nonpayment.
- (b) Notwithstanding paragraph (a) of this subsection, payment of the fee in lieu of property taxes is not due until after the notice required under paragraph (a) of this subsection has been sent.
- (c) On or before July 15 of each year, the county treasurer shall distribute fee revenue collected under this section to each taxing district in which a solar project is located on the basis of the ratio that the taxing district's total rate of ad valorem property taxes, excluding the rates of taxes imposed to repay bonded indebtedness, bears to the total rate of ad valorem property taxes, excluding the rates of taxes imposed to repay bonded indebtedness, imposed by all taxing districts in which the solar project is located.

(5)

- (a) If the owner or person in possession or control of a solar project that has entered into an agreement under this section fails to pay the fee as required under this section, the property constituting the solar project is not exempt for the following property tax year and shall be assessed and taxed as other similar property is assessed and taxed.
- (b) Notwithstanding paragraph (a) of this subsection, the property shall be exempt for the following property tax year upon payment, within one year after the date of delinquency, of the delinquent fee plus interest at the rate prescribed in [ORS 311.505 \(2\)](#). Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

(6)

- (a) If the owner or person in possession or control of the solar project fails to pay the fee in lieu of property taxes for more than one year during the term of an agreement entered into under this

section, notwithstanding the agreement, the property constituting the solar project shall be disqualified for the exemption and payment of the fee in lieu of property taxes.

(b) Property that is disqualified under this subsection shall:

(A) Be assessed and taxed as other similar property is assessed and taxed.

(B) In addition, be assessed a penalty in an amount equal to one year of the fee in lieu of property taxes for the property. The penalty assessed under this subparagraph shall be distributed in the manner described in subsection (4)(c) of this section.

(7)

(a) Property constituting a solar project that has received an exemption under [ORS 285C.350](#) to [285C.370](#) or [307.123](#) for any property tax year is not eligible to pay a fee in lieu of property taxes under this section.

(b) Paragraph (a) of this subsection does not apply to property constituting a solar project that was the subject of an application filed pursuant to [ORS 285C.350](#) to [285C.370](#) if the property did not receive the exemption for any property tax year. The election to pay the fee in lieu of property taxes for property described in this paragraph is not a disqualifying event.

SECTION 2.

Section 1 of this 2015 Act applies to property tax years beginning on or after July 1, 2016.

SECTION 3.

(1) Section 1 of this 2015 Act is repealed on January 2, 2022.

(2) Notwithstanding subsection (1) of this section, property constituting a solar project that is exempt from property taxes under section 1 of this 2015 Act on the date specified in subsection (1) of this section shall continue to be exempt and to pay the fee in lieu of property taxes for the term specified in the agreement entered into under section 1 of this 2015 Act.

SECTION 4.

This 2015 Act takes effect on the 91st day after the date on which the 2015 regular session of the Seventy-eighth Legislative Assembly adjourns sine die.

History

Approved by the Governor June 25, 2015

Effective date: No Effective Date

Sponsor

Huffman

OREGON ADVANCE LEGISLATIVE SERVICE
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End of Document

CHAPTER 571

AN ACT

HB 3492

Relating to taxation of solar projects; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1)(a) The governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property. An agreement may not be entered into for a term longer than 20 consecutive years.

(b) If any portion of a solar project is located within the boundaries of an incorporated city, the governing body of the county shall consult with the governing body of the city before entering into an agreement under paragraph (a) of this subsection. An agreement entered into under paragraph (a) of this subsection with respect to a solar project located within the boundaries of the incorporated city is not effective unless the governing body of the city is a party to the agreement.

(2) The fee in lieu of property taxes shall be computed at the rate of \$7,000 per megawatt of nameplate capacity of the solar project for each property tax year. Megawatt of nameplate capacity shall be carried to the third decimal place.

(3)(a) On or before December 31 preceding the first property tax year to which an agreement entered into under this section relates, the owner or person in possession or control of the solar project shall file with the county assessor a copy of the agreement and a request for computation of the fee in lieu of property taxes for the property constituting the solar project. The request must include any information required by the assessor to compute the fee.

(b) On or before December 31 preceding each subsequent property tax year to which an agreement entered into under this section relates, the owner or person in possession or control of the solar project shall file with the county assessor a request for computation of the fee in lieu of property taxes for the property constituting the solar project. If the identity of the owner or person in possession or control, or the nameplate capacity, of the solar project has changed, the request for computation of the fee must include the new information.

(c) A request for computation that is not filed on or before December 31 must be accompanied by a late fee of \$200.

(4)(a) On or before February 1 of each year to which the agreement relates, the county assessor shall compute the fee in lieu of property taxes for the property constituting the solar project and shall notify the owner or person in possession or control:

(A) That the fee in lieu of property taxes must be paid to the county treasurer on or before March 1; and

(B) Of the amount due and of the consequences of late payment or nonpayment.

(b) Notwithstanding paragraph (a) of this subsection, payment of the fee in lieu of property taxes is not due until after the notice required under paragraph (a) of this subsection has been sent.

(c) On or before July 15 of each year, the county treasurer shall distribute fee revenue collected under this section to each taxing district in which a solar project is located on the basis of the ratio that the taxing district's total rate of ad valorem property taxes, excluding the rates of taxes imposed to repay bonded indebtedness, bears to the total rate of ad valorem property taxes, excluding the rates of taxes imposed to repay bonded indebtedness, imposed by all taxing districts in which the solar project is located.

(5)(a) If the owner or person in possession or control of a solar project that has entered into an agreement under this section fails to pay the fee as required under this section, the property constituting the solar project is not exempt for the following property tax year and shall be assessed and taxed as other similar property is assessed and taxed.

(b) Notwithstanding paragraph (a) of this subsection, the property shall be exempt for the following property tax year upon payment, within one year after the date of delinquency, of the delinquent fee plus interest at the rate prescribed in ORS 311.505 (2). Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

(6)(a) If the owner or person in possession or control of the solar project fails to pay the fee in lieu of property taxes for more than one year during the term of an agreement entered into under this section, notwithstanding the agreement, the property constituting the solar project shall be disqualified for the exemption and payment of the fee in lieu of property taxes.

(b) Property that is disqualified under this subsection shall:

(A) Be assessed and taxed as other similar property is assessed and taxed.

(B) In addition, be assessed a penalty in an amount equal to one year of the fee in lieu of property taxes for the property. The penalty assessed under this subparagraph shall be distributed in the manner described in subsection (4)(c) of this section.

(7)(a) Property constituting a solar project that has received an exemption under ORS 285C.350 to 285C.370 or 307.123 for any property tax year is not eligible to pay a fee in lieu of property taxes under this section.

(b) Paragraph (a) of this subsection does not apply to property constituting a solar project that was the subject of an application filed pursuant to ORS 285C.350 to 285C.370 if the property did not receive the exemption for any property tax year. The election to pay the fee in lieu of property taxes for property described in this paragraph is not a disqualifying event.

SECTION 2. Section 1 of this 2015 Act applies to property tax years beginning on or after July 1, 2016.

SECTION 3. (1) Section 1 of this 2015 Act is repealed on January 2, 2022.

(2) Notwithstanding subsection (1) of this section, property constituting a solar project that is exempt from property taxes under section 1 of this 2015 Act on the date specified in subsection (1) of this section shall continue to be exempt and to pay the fee in lieu of property taxes for the term specified in the agreement entered into under section 1 of this 2015 Act.

SECTION 4. This 2015 Act takes effect on the 91st day after the date on which the 2015 regular session of the Seventy-eighth Legislative Assembly adjourns sine die.

Approved by the Governor June 25, 2015
Filed in the office of Secretary of State June 29, 2015
Effective date October 5, 2015

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Morrow County, a political subdivision of the State of Oregon (the "County"), and Tower Solar, LLC (the "Company") hereby enter into this agreement (the "Agreement").

RECITALS

A. The Company or an affiliate of the Company intends to construct a solar photovoltaic electricity generation facility with an expected potential generating capacity of up to 120 MWac that will be located in the County and outside the boundaries of any incorporated city (the "Project"). The Project property is described and depicted further in Exhibits A-1, A-2, B-1, B-2 attached hereto.

B. Under Section 1, Chapter 571, Oregon Laws 2015 (as amended by Section 1, Chapter 628, Oregon Laws 2019 and Section 1, Chapter 571, Oregon Laws 2021) (the "Legislation"), the governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property.

C. The County and the Company would like to enter into a payment-in-lieu-of-tax agreement pursuant to the Legislation.

AGREEMENT

The County and the Company hereby agree as follows:

**ARTICLE 1
EXEMPTION**

1.1 Exempt Property. The property that is exempt from property tax under this Agreement (the "Exempt Property") shall include all property comprising the Project during the Exemption Period, which property shall include without limitation solar modules, racking, foundations, inverters, transformers, roads and civil construction work, underground or overhead electrical lines and grid interconnection facilities, land, and associated supporting infrastructure and facilities. Unless otherwise specified by the Company pursuant to Section 3.1, the Exempt Property shall include repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement.

1.2 Exemption. Except as provided in Article 5, the Exempt Property shall be exempt from property taxes for the period including the fifteen consecutive property tax years beginning July 1 (each, a "Tax Year") beginning with the Tax Year identified in the first notice provided under Section 3.1 and, if the Company delivers written notice of its intent to extend the period on or before December 31 of the 15th Tax Year, the next five consecutive Tax Years after the 15th Tax Year in the period (the "Exemption Period").

**ARTICLE 2
PILOT PAYMENTS**

2.1 PILOT Payment Options. The Company has developed and permitted the Project to be constructed with or without energy storage facilities as an associated supporting infrastructure. If the Project is constructed and operated without associated energy storage facilities (PV Solar only), the Company will make PILOT Payments pursuant to the provisions of Section 2.2. If the Project is constructed and operated with associated energy storage facilities, the Company will make PILOT Payments pursuant to the provisions of Section 2.3.

2.2 PILOT Payments (PV Solar- Only). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$6,250 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the "PILOT Payments").

2.3 PILOT Payments (PV Solar + Storage). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$7,000 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the "PILOT Payments").

2.4 Credits for Real Property Tax Payments. Should the Company, under any subsequently adopted State or local law or for any other reason, pay for any Tax Year any amounts in the nature of property taxes, general assessments, service charges, or other general governmental charges of a similar nature levied or assessed upon any Exempt Property, the PILOT Payments for the Tax Year shall be reduced by such amounts. The Company shall give the County prior written notice of its intention to claim any credit pursuant to the provisions of this Section 2.2 at least ten days before the applicable PILOT Payment is due.

**ARTICLE 3
NOTICES**

3.1 Company Notices. On or before December 31 before the first Tax Year of the Exemption Period, the Company shall file with the county assessor a copy of this Agreement and a request for computation of the PILOT Payments for the Tax Year, which request shall specify the first Tax Year of the Exemption Period. On or before December 31 before each subsequent Tax Year in the Exemption Period, the Company shall file with the county assessor a request for computation of the PILOT Payments for the Tax Year. Each request for computation of the PILOT Payments shall identify the owner or person in possession or control of the Project, include any information required by the assessor to compute the PILOT Payments, including the nameplate capacity of the Project in MWac, and specify any property in the Project that is not to be treated as Exempt Property. A request for computation that is filed after December 31 must be accompanied by a late fee of \$200.

3.2 County Notices. On or before February 1 of each Tax Year in the Exemption Period, the county assessor shall compute the PILOT Payment for the Project and shall notify the

Company (i) that the PILOT Payment must be paid to the county treasurer on or before March 1 and (ii) of the amount due and of the consequences of late payment or nonpayment.

**ARTICLE 4
FAILURES TO MAKE PILOT PAYMENTS**

4.1 Temporary Loss of Exemption. If the Company does not timely pay the PILOT Payment for any Tax Year and does not pay the PILOT Payment plus interest at the rate prescribed in ORS 311.505 (2) by the following March 1, the Exempt Property will not be exempt for the next Tax Year and shall be assessed and taxed as other similar property is assessed and taxed. Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

4.2 Disqualification. If the Company fails to pay the PILOT Payments for more than one year during the Exemption Period, the Exempt Property shall be disqualified from the exemption. Property that is disqualified under this subsection shall be assessed and taxed as other similar property is assessed and taxed and shall be assessed a penalty in an amount equal to one year of the PILOT Payments.

**ARTICLE 5
ASSIGNMENTS**

5.1 Assignments. The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender, to any affiliate or other entity formed for the purpose of developing, constructing, owning, or operating the Project, and to any purchaser or lessee of the Project, without the consent of the County, as long as such successor owner assumes and agrees to be bound by this Agreement. In such event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable, but not later than 20 days thereafter. The County shall execute and deliver and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing of the Project. Except as set forth in this Article 5, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other party, and any attempt by any party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, shall be null and void.

**ARTICLE 6
MISCELLANEOUS**

6.1 Notices. Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the party receiving it.

If to the County, to:

Morrow County
P.O. Box 247
Heppner, OR 97836
Facsimile No.: (541) 676-5610

If to the Company, to:

Tower Solar, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Contracts Administration

And

Avangrid Renewables, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Tax Department

with a copy to:

Troutman Sanders LLP
100 SW Main Street, Suite 1000
Portland, OR 97204
Attention: Adam C. Kobos

6.2 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6.3 **Entire Agreement.** This Agreement is the entire agreement between the County and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the County and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the County or the Company, implied or express, other than those contained in this Agreement.

6.4 **Severability.** If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

6.5 **Amendments.** This Agreement may not be amended unless such amendment is in writing and executed by the County and the Company.

6.6 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and venue shall be in the Circuit Court of the State of Oregon for the County of Morrow

6.7 Right to Contest Assessments. Nothing in this Agreement shall limit or restrict the Company from challenging the real market value or assessed value of any property, or the amount that is or would, but for the exemption, be due for property taxes.

The Company and the County have executed this Agreement effective as of the date of the last signature set forth below.

MORROW COUNTY

County Commissioner
Date: _____

County Commissioner
Date: _____

County Commissioner
Date: _____

TOWER SOLAR, LLC.

By: _____
Name: Sara Parsons
Title: Authorized Representative
Date: _____

By: _____
Name: _____
Title: Authorized Representative
Date: _____

**EXHIBIT A-1
DESCRIPTION OF PROPERTY**

An approximately 557 acre portion of Sections 16, 17, 19, 20 and 21, Township 4 North, Range 24 East of the Willamette Meridian, in the County of Morrow and State of Oregon, which is commonly described as follows:

LEGAL DESCRIPTION FOR A LEASE SITE LOCATED ON A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 2007-8, LOCATED IN SECTIONS 15, 16, 17, 18, 19, 20 AND 21, T.4N., R.24E., W.M., MORROW COUNTY, OREGON
W.O. 21-5664

LEGAL DESCRIPTION

Legal description for a lease site located on a portion of Parcel 1 of Partition Plat No, 2007-8, Records of Morrow County, Oregon, located in Sections 15, 16, 17, 18, 19, 20 and 21, Township 4 North, Range 24 East, W.M., Morrow County, Oregon, more particularly described as follows: Beginning at the Southeast corner of Section 19, thence North 87°09'48" West a distance of 1309.79 feet to the True Point of Beginning of this legal description, thence North a distance of 2206.34 feet; thence West a distance of 1884.35 feet; thence South 49°38'39" West a distance of 197.36 feet; thence North 78°21'06" West a distance of 125.00 feet; thence North 49°37'12" East a distance of 3528.71 feet; thence North 76°28'33" East a distance of 6507.53 feet; thence South 07°18'14" East a distance of 2105.64 feet; thence South 61°47'06" West a distance of 8086.49 feet to the True Point of Beginning, containing 557 acres, more or less.

**EXHIBIT A-2
DEPICTION OF PROPERTY**

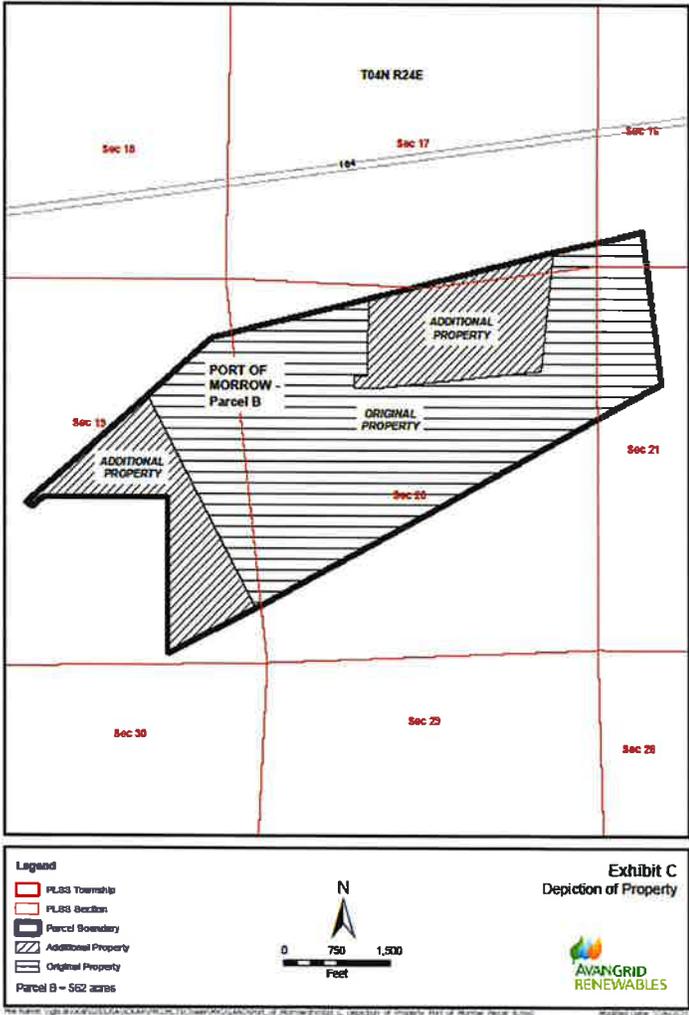


EXHIBIT B-1

DESCRIPTION OF PROPERTY

All that real property located in Morrow County, State of Oregon, described as follows:

An approximately 390 acre portion of Sections 15, 16, 17, 20, and 21, Township 4 North, Range 24 East of the Willamette Meridian, in the County of Morrow and State of Oregon, which is commonly described on this Exhibit A, and visually depicted on Exhibit B hereto, which Exhibit B visual depiction is hereby incorporated into and made a part of this Exhibit A description of Property:

That certain property in Section 17, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 28.299" N, 119° 51' 4.251" W);

Thence N 82-26-8 E a distance of 1,419.97';
Thence S 47-48-0 W a distance of 1,725.81';
Thence N 7-33-53 W a distance of 980.87' to the Point of Beginning.

Approximately 16 acres

TOGETHER WITH

That certain property in Sections 15, 16, 17 and 20, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 30.408" N, 119° 50' 40.039" W);

Thence N 82-26-9 E a distance of 8,443.79';
Thence S 1-19-1 E a distance of 74.86';
Thence N 82-26-8 E a distance of 300';
Thence N 1-19-1 W a distance of 74.86';
Thence N 82-26-9 E a distance of 1,151.51';
Thence S 8-30-23 E a distance of 196.92';
Thence S 76-29-19 W a distance of 12,056.88';
Thence N 47-48-0 E a distance of 2,544.35' to the Point of Beginning.

Approximately 191 acres

TOGETHER WITH

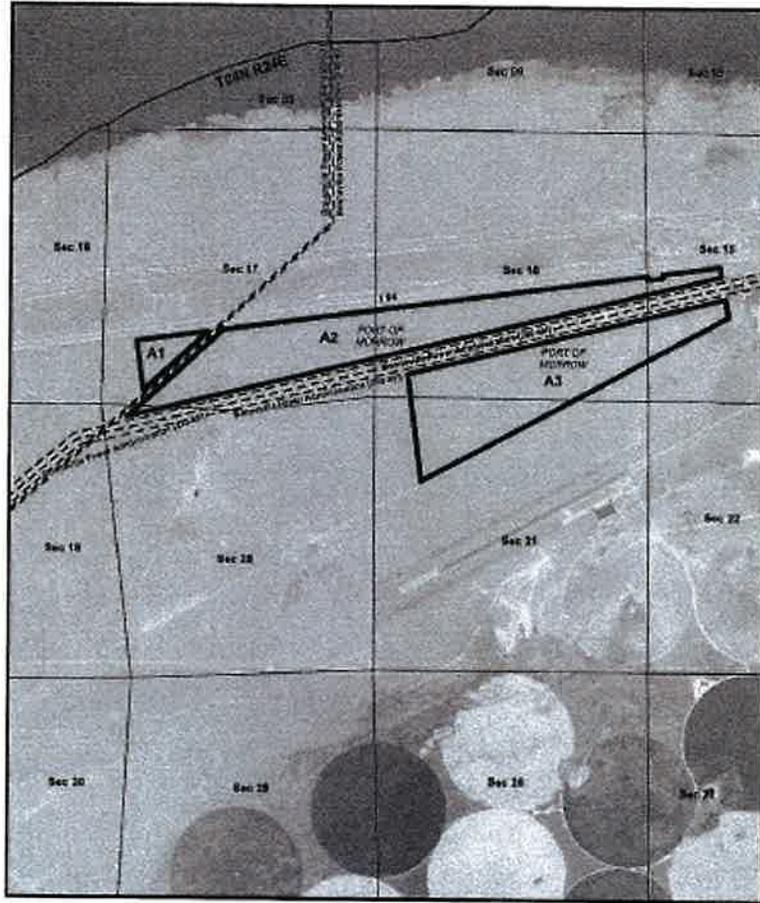
That certain property in Sections 15, 16 and 21, Township 4N, Range 24E in Morrow County, Oregon with a Point of Beginning at the northwestern corner of the property (45° 49' 21.822" N, 119° 49' 48.775" W);

Thence N 76-29-20 E a distance of 6,466.12';
Thence S 8-32-6 E a distance of 366.06';
Thence S 61-51-46 W a distance of 6,885.57' to the Point of Beginning.

Approximately 183 acres

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**EXHIBIT B-2
DEPICTION OF PROPERTY**



<p>Legend</p> <ul style="list-style-type: none"> Parcel Boundary PLSS Township PLSS Section <p>Parcel A1 = 16 acres Parcel A2 = 194 acres Parcel A3 = 193 acres</p>	<p>N</p> <p>0 1,000 2,000 Feet</p>	<p>Exhibit B Depiction of Property</p>
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PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Sherman County, a political subdivision of the State of Oregon (the "County"), and Pacific Solar Investments, Inc. (the "Company") hereby enter into this agreement (the "Agreement").

RECITALS

A. The Company or an affiliate of the Company intends to construct a solar photovoltaic electricity generation facility with an expected potential generating capacity of up to 20 MWac that will be located in the County and outside the boundaries of any incorporated city (the "Project").

B. Under House Bill 3492 (the "Legislation"), the governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property.

C. The County and the Company would like to enter into a payment-in-lieu-of-tax agreement pursuant to the Legislation.

AGREEMENT

The County and the Company hereby agree as follows:

ARTICLE 1 EXEMPTION

1.1 Exempt Property. The property that is exempt from property tax under this Agreement (the "Exempt Property") shall include all property comprising the Project during the Exemption Period, which property may include without limitation solar modules, racking, foundations, inverters, transformers, roads and civil construction work, underground electrical lines and grid interconnection facilities, land, and associated supporting infrastructure and facilities. Unless otherwise specified by the Company pursuant to Section 3.1, the Exempt Property shall include repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement.

1.2 Exemption. Except as provided in Article 5, the Exempt Property shall be exempt from property taxes for the period including the fifteen consecutive property tax years beginning July 1 (each, a "Tax Year") beginning with the Tax Year identified in the first notice provided under Section 3.1 and the next five consecutive Tax Years after the 15th Tax Year in the period if the Company delivers written notice of its intent to extend the period on or before December 31 of the 15th Tax Year (the "Exemption Period").

ARTICLE 2 PILOT PAYMENTS

2.1 PILOT Payments. On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$7,000 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the "PILOT Payments").

2.2 Credits for Real Property Tax Payments. Should the Company, under any subsequently adopted State or local law or for any other reason, pay for any Tax Year any amounts in the nature of property taxes, general assessments, service charges, or other general governmental charges of a similar nature levied or assessed upon any Exempt Property, the PILOT Payments for the Tax Year shall be reduced by such amounts. The Company shall give the County prior written notice of its intention to claim any credit pursuant to the provisions of this Section 2.2 at least ten days before the applicable PILOT Payment is due.

ARTICLE 3 NOTICES

3.1 Company Notices. On or before December 31 before the first Tax Year of the Exemption Period, the Company shall file with the county assessor a copy of this Agreement and a request for computation of the PILOT Payments for the Tax Year, which request shall specify the first Tax Year of the Exemption Period. On or before December 31 before each subsequent Tax Year in the Exemption Period, the Company shall file with the county assessor a request for computation of the PILOT Payments for the Tax Year. Each request for computation of the PILOT Payments shall identify the owner or person in possession or control of the Project, include any information required by the assessor to compute the PILOT Payments, including the nameplate capacity of the Project in MWac, and specify any property in the Project that is not to be treated as Exempt Property. A request for computation that is filed after December 31 must be accompanied by a late fee of \$200.

3.2 County Notices. On or before February 1 of each Tax Year in the Exemption Period, the county assessor shall compute the PILOT Payment for the Project and shall notify the Company (i) that the PILOT Payment must be paid to the county treasurer on or before March 1 and (ii) of the amount due and of the consequences of late payment or nonpayment.

ARTICLE 4 FAILURES TO MAKE PILOT PAYMENTS

4.1 Temporary Loss of Exemption. If the Company does not timely pay the PILOT Payment for any Tax Year, and does not pay the PILOT Payment plus interest at the rate prescribed in ORS 311.505 (2) by the following March 1, the Exempt Property will not be exempt for the next Tax Year and shall be assessed and taxed as other similar property is assessed and taxed. Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

4.2 Disqualification. If the Company fails to pay the PILOT Payments for more than one year during the Exemption Period, the Exempt Property shall be disqualified from the

exemption. Property that is disqualified under this subsection shall be assessed and taxed as other similar property is assessed and taxed and shall be assessed a penalty in an amount equal to one year of the PILOT Payments.

4.3 Payments Upon Lost Exemption. If the Exempt Property is not exempt under Section 4.1 or Section 4.2 for any Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee for the Tax Year equal to the excess, if any, of the PILOT Payment that otherwise would have been due for the Tax Year over the aggregate property tax payable for the Exempt Property for that Tax Year (the "Default Fee"). The Company shall pay the Default Fee within 30 days of its receipt of the applicable property tax bill.

ARTICLE 5 ASSIGNMENTS

5.1 Assignments. The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender, to any affiliate or other entity formed for the purpose of developing, constructing, owning, or operating the Project, and to any purchaser or lessee of the Project, without the consent of the County, as long as such successor owner assumes and agrees to be bound by this Agreement. In such event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable, but not later than 20 days thereafter. The County shall execute and deliver and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing of the Project. Except as set forth in this Article 5, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other party, and any attempt by any party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, shall be null and void.

ARTICLE 6 MISCELLANEOUS

6.1 Notices. Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the party receiving it.

If to the County, to:

Sherman County
P.O. Box 365
Moro, OR 97039
Facsimile No.: (541) 565-3312

If to the Company, to:

Pacific Solar Investments, Inc.
1125 NW Couch Street, Suite 700
Portland, OR 97209
Attention: Contracts Administration

And

Iberdrola Renewables, LLC
1125 NW Couch Street, Suite 700
Portland, OR 97209
Attention: Tax Department

with a copy to:

Troutman Sanders LLP
100 SW Main Street, Suite 1000
Portland, OR 97204
Attention: Adam C. Kobos

6.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6.3 Entire Agreement. This Agreement is the entire agreement between the County and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the County and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the County or the Company, implied or express, other than those contained in this Agreement.

6.4 Severability. If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

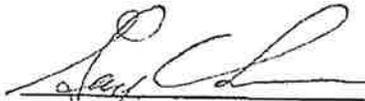
6.5 Amendments. This Agreement may not be amended unless such amendment is in writing and executed by the County and the Company.

6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and venue shall be in the Circuit Court of the State of Oregon for the County of Sherman.

6.7 Right to Contest Assessments. Nothing in this Agreement shall limit or restrict the Company from challenging the real market value or assessed value of any property, or the amount that is or would, but for the exemption, be due for property taxes.

The Company and the County have executed this Agreement effective as of the date of the last signature set forth below.

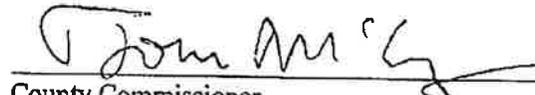
SHERMAN COUNTY



County Judge
Date: 1/20/16



County Commissioner
Date: 1/20/2016



County Commissioner
Date: Jan 20, 2016

PACIFIC SOLAR INVESTMENTS, INC.


By: _____
Name: Hany Raviv
Title: Authorized Representative
Date: 1/21/2016

LEGAL
2
SMP


By: _____
Name: Scott Jacobson
Title: Authorized Representative
Date: 1/21/2016



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: Kevin C. Ince

Date submitted to reviewers: November 29, 2022

Department: Finance

Requested Agenda Date: December 7, 2022

Short Title of Agenda Item:

Ducote Consulting Master Services Agreement

(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Ducote Consulting

Contractor/Entity Address: PO Box 596, 1301 Fourth St, La Grande, OR 97850

Effective Dates - From: November 1, 2022

Through: November 1, 2024

Total Contract Amount:

Budget Line: Dept 199-Misc Professional Services

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

Reviewed By:

Signature of Kevin C. Ince, 11/29/2022, Department Director

Required for all BOC meetings

_____, _____, Liaison Commissioner

Required for all BOC meetings

_____, _____, County Counsel

*Required for all legal documents

Signature of Kevin C. Ince, 11/29/2022, Finance Office

*Required for all contracts; other items as appropriate.

_____, _____, Human Resources

*If appropriate

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

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

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

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

This is the Master Services Agreement with Ducote Consulting for Grant Writing Services. This is one of the two consultants that were selected by committee through the Grant Writing Services RFP.

Work under this agreement will be completed through individual Statements of Work on a project by project basis and billed in accordance with the terms that were included in the proposal submitted by Ducote Consulting.

Individual Statements of Work will be authorized and executed in accordance with Morrow County's contract approval thresholds.

Administration of this Master Services Agreement will be conducted by the Finance Department and all Statements of Work executed under this Agreement will be reviewed and approved by the Finance Director in order to maintain centralized visibility to all projects under the agreement and ensure budget compliance.

2. FISCAL IMPACT:

Work will be completed on a project by project basis. Each project will be based on an hourly rate with a not to exceed amount or on a fixed price for the project.

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

Motion to approve the Master Services Agreement with Ducote Consulting for grant writing services and for the Chair of the Board of Commissioners to sign the agreement.

Attach additional background documentation as needed.

MASTER SERVICES AGREEMENT – PROFESSIONAL SERVICES

PROFESSIONAL SERVICES MASTER SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made by and between Morrow County, a municipal corporation of the State of Oregon (“County”), and Ducote Consulting (“Contractor”). The parties agree as follows:

1. SCOPE OF WORK.

The County has need of Professional Grant Writing services to the County (the “Work”) from time to time for a variety of projects within the County. The County intends to have Contractor aid with these projects and intends to contract for these services on a project-by-project basis by issuing individual “Statements of Work” which will be extensions of this general agreement, subject to all of the provisions contained herein. The scope of work and cost of services for each specific project shall be described in each project Statement of Work requesting the Contractor’s services. The Contractor agrees to provide the necessary services under the terms and conditions as outlined herein and as may be further detailed and described in the respective Statements of Work. An example Statement of Work is attached and incorporated herein as Exhibit C of this contract.

2. CONTRACT DOCUMENTS.

The contract documents consist of the following, listed in order of precedence:

- This Contract;
- Exhibit A: Ducote Consulting, Proposal;
- Exhibit B: Request for Quotes (“RFQ”) Morrow County Grant Writing Services & Addendums
- Exhibit C: Statement of Work Template

3. EFFECTIVE DATE AND DURATION OF CONTRACT.

This Contract shall become effective on November 1, 2022. Unless earlier terminated, this Contract shall remain in full force and effect until November 1, 2024. The term of this Contract may be extended in accordance with section 9. Expiration of this Contract shall not extinguish or prejudice County’s right to enforce this Contract with respect to any breach of a warranty of Contractor or any default or defect in Contractor performance that has not been cured.

4. TIME.

Time is of the essence under this Contract.

5. INVOICING.

Contractor shall invoice and County shall make payment as per Exhibit A. The Contractor will render to the County an itemized bill at the end of each month, for compensation for such services performed under each separate Statement of Work during such month. The invoices shall describe all work performed with particularity, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The County will not reimburse Contractor for any expenses unless the type, amount and rate of reimbursement are specified in an Exhibit to this Contract without any markup by the Contractor.

6. PAYMENT.

County shall pay Contractor within 30 days after receiving Contractor’s correct invoice. County shall not pay any amount in excess of the compensation amounts set forth above nor shall County pay Contractor any fees or costs which County reasonably disputes.

7. REIMBURSEABLE EXPENSES.

If this paragraph is checked: Under this contract, Contractor is to be reimbursed for the following reimbursable expenses: N/A Such reimbursement shall be at cost. Administration or overhead markups for travel and related expenses shall not be considered.

8. CHANGES.

This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Contractor services that are within or directly related to the Scope of Work.

9. KEY PERSONNEL.

Contractor acknowledges and agrees that the County selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor must obtain County's consent prior to replacing any Key Personnel assigned to perform or support the Work specified in this contract. In the event Contractor requests that County approve a reassignment or transfer of the key personnel, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

If this paragraph is checked, the Key Personnel are: Nicholas Ducote, Judy Vicek, Sarah Fischer, and Kelly Ducote

10. INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.

Contractor shall be free from County's direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.

10.1. Contractor represents and warrants that:

10.1.1. Contractor has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

10.1.2. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

10.1.3. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

10.1.4. Contractor is not an employee of the County, any special district, local government, the federal government or the State of Oregon.

10.1.5. Contractor has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract. Contractor shall be qualified, professionally competent and duly licensed to perform the work and services at all times during the term of this Contract.

- 10.1.6. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Contractor's industry, trade or profession.
 - 10.1.7. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Contract.
 - 10.1.8. Contractor prepared its Proposal for this Work independently from all other proposers, and without collusion, fraud or other dishonesty.
 - 10.1.9. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, are provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 10.2. Upon County's request, Contractor shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties. The representations and warranties set forth in this section 11 are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

11. OTHER CONTRACTORS.

County may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional contractors and with any County employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any County employee.

12. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.

Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of County. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

13. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

14. PAYMENT OF LABORERS; PAYMENT OF TAXES.

Contractor shall:

- 14.1. Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1));
- 14.2. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));

- 14.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished (ORS 279B.220(3)); and
 - 14.4. Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the County will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation (ORS 279B.220(4)).
 - 14.5. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
 - 14.6. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
 - 14.7. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
 - 14.8. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).
- 15. COMPLIANCE WITH APPLICABLE LAW.**
- 15.1. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.
- 16. CONTRACTOR WARRANTY AND COVENANT CONCERNING TAX LAW COMPLIANCE**
- 16.1. Pursuant to ORS 279B.045, Contractor represents and warrants that:

- 16.1.1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding effective date of this Contract, has faithfully complied with:
 - 16.1.1.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 16.1.1.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 16.1.1.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 16.1.1.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 16.2. Pursuant to ORS 279B.045, Contractor shall comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state throughout the duration of this Contract. For the purposes of this section, "tax laws" includes all the provisions described in subsection 17.1 of this Contract.
 - 16.2.1. Any violation of this section 17 or any subsection under it shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in section 17.1 of this Contract, guaranteeing that the Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - 16.2.1.1. Termination of this Contract, in whole or in part;
 - 16.2.1.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
 - 16.2.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Morrow County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
 - 16.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 17. INSURANCE.**
- 17.1. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense:

17.1.1. **Comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project.

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements. Unless otherwise exempt, Contractor shall provide the County with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$500,000 for each accident, \$500,000 for disease each employee and \$500,000 each policy limit.

17.2. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by the County, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the County written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to County prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to County. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

17.3. Contractor shall name Morrow County, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. This applies to all Contractor insurance policies required by this contract.

18. PROFESSIONAL LIABILITY INSURANCE.

If box is checked, this provision applies to this Contract. In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall also provide County evidence of professional liability insurance in the amount of not less than \$1,000,000 per claim. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with County. In any case, Contractor shall notify County in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or reduction constitutes a breach of this Contract.

19. INDEMNIFICATION.

Contractor shall indemnify, defend, save, and hold harmless Morrow County, its elected and appointed officials, officers, agents, employees and volunteers (the "Indemnified Parties") from and against all damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions of any nature, for injury or death to persons or damage to property arising out of or related to the acts or omissions of Contractor, its subcontractors, suppliers, agents or any other person or entity acting on Contractor's behalf in connection with, or incidental to, the Work. Without limiting the generality of the Contractor's obligation to indemnify, defend, save and hold harmless the Indemnified Parties, the obligation includes damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

20. CONFIDENTIALITY.

20.1. No reports, information and data given to or prepared or assembled by Contractor under the contract documents shall be made available by Contractor to any individual or organization (except County) without the prior written approval of County.

20.2. Any obligation of County to maintain the confidentiality of Contractor's proprietary information provided to County under the Contract Documents is conditioned by and subject to County's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

21. RECORDKEEPING.

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

22. ACCESS TO RECORDS.

Contractor agrees that County and its authorized representatives shall have access to all books, documents, papers and records of the Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

23. FOREIGN CONTRACTOR.

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

24. GOVERNING LAW; JURISDICTION; VENUE.

This Contract shall be governed 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, "the claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Morrow County for the State of Oregon. If the 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. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

25. OWNERSHIP OF WORK PRODUCT.

25.1. As used in this section 256, and elsewhere in this Contract, the following terms have the meanings set forth below:

25.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

25.1.2. "Third-Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor.

- 25.1.3. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to County pursuant to the Work.
- 25.2. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of County. County and Contractor agree that such original works of authorship are "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 25.3. In the event that Work Product created by Contractor under this Contract is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.
- 25.4. In the event that Work Product is Third-Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third-Party Intellectual Property, Contractor shall secure on County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third-Party Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.
- 26. ERRORS.**
Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to County.
- 27. TERMINATION.**
- 27.1. This Contract may be terminated at any time by mutual consent of both parties.
- 27.2. Contractor may terminate this Contract upon thirty (30) days' written notice to County if County fails to pay Contractor pursuant to the terms of this Contract and County fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.
- 27.3. County, in its sole discretion, may terminate this Contract, in whole or in part, upon thirty (30) days' notice to Contractor.

- 27.4. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as may be established by County in such notice, upon the occurrence of the following events: (i) federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work or services provided under this Contract are prohibited or County is prohibited from paying for such work or services from the planned funding source; (ii) Contractor no longer holds any license or certificate that is required to perform the work or services; or (iii) Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Contract, fails to perform the work or services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) days after delivery of County's notice or such longer period as County may specify in such notice.
- 27.5. In the event of termination under sections 27.1, 27.2, 27.3 or 27.4(i), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work or services completed and accepted by County, less previous amounts paid and any claim or claims which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section 27.5, Contractor shall pay any excess to County upon demand.
- 27.6. In the event of termination under section 27.4(ii) or 27.4(iii), County shall have any remedy available to it in law or equity.
- 27.7. Upon receiving a notice of termination, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work or services.

28. ATTORNEY FEES.

If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

29. FUNDS AVAILABLE AND AUTHORIZED, NON-APPROPRIATION OF FUNDS.

If payment for work under this Contract extends into the County's next fiscal year, the County's obligation to pay for such work shall be subject to approval of future County Council appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is conditioned on adequate funding under the County's annual budget. The County reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by County Council.

30. SEVERABILITY.

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

31. FORCE MAJEURE.

Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

32. WAIVER.

The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

33. RECYCLABLE MATERIALS.

Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

34. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or County at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For Morrow County

Contract Administrator Name, Title: **Kevin C. Ince, Finance Director**

Address, County, State and ZIP Code: **PO Box 867, 110 N. Court St, Heppner, OR 97836**

Telephone: **(541) 256-0871**

Email: **kince@co.morrow.or.us**

For the Contractor

Contract Administrator Name, Title: **Nicholas Ducote**

Address, County, State and ZIP Code: **PO Box 596, 1301 Fourth St, La Grande, OR 97850**

Telephone: **541-805-5543**

Email: **ducoteconsulting@gmail.com**

35. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

Legal Name: **Ducote Consulting, LLC**

Address, County, State and ZIP Code: **PO Box 596, 1301 Fourth St, La Grande, OR 97850**

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership
 Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: **81-1970021**

County may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge; (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (e) Contractor is an independent contractor as defined in ORS 670.600; and (f) the supplied Contractor data is true and accurate.

[signature page follows]

FOR MORROW COUNTY:

Signature

Name (Printed)

Title

Date

FOR Ducote Consulting, LLC:

Nicholas Ducote

Signature

Nicholas Ducote

Name (Printed)

Ducote Consulting CEO/President

Title

12/5/2022

Date

EXHIBIT A

Ducote Consulting, Proposal

Thank you for the opportunity to propose to be included on the County’s Grant Writing Services roster.

1. Description of the Firm

Primary Contact

Nicholas Ducote / Ducote Consulting
PO Box 596 | La Grande, Oregon 97850
541-805-5543 | DucoteConsulting@gmail.com

Firm Information

Ducote Consulting is an S-Corp small business that specializes in community development, grant writing, grant management, environmental review, and project management in rural Oregon. Our professional imperative is to develop, measure, and communicate impact strategies; support the effective mobilization of capital as a vehicle for social, economic, and environmental impact in rural communities; and guide financed projects toward the greatest net positive change in the lives of intended stakeholders. We believe that communities outside of urban networks are full of unique strengths, including strong social networks and a culture of neighbors helping neighbors; diverse ethnic cultures and communities including sovereign tribes, diverse economic and educational classes and multiple generations with different strengths, and diverse resources and perspectives; and pride of people, place, and democratic values. Utilizing our experience with professional and technical initiatives across rural and urban environments, our location in Eastern Oregon, and our commitment to stakeholder participation, we seek to empower and harness the rich resources and social networks of rural communities as a key method to protect and build strong systems that maintain rural Oregon. We strive to understand and balance the rules and expectations of the State with the goals and priorities of local communities.

Increasingly, the interests of rural Oregon have been excluded as political and economic decisions have been made elsewhere, negatively affecting the social, environmental, and economic systems that support people living and working in rural communities. At this critical moment, our country faces historic challenges, including economic, climate, demographic and political. Rural communities uniquely experience these challenges with a sense of loss and agency. Despite these challenges, our collective experience solidifies our belief that by including the voices of diverse stakeholders, by engaging in meaningful impact assessment, and by supporting the work of entrepreneurs and impact investors to generate local opportunities and uplifting local economies, we have the power to create material changes in the lives of underserved populations and the space we all share. In just the last five years, Ducote Consulting has secured \$30.6 million in overall funding (including only \$4 million of loans) to accomplish public works and community facility projects across Eastern Oregon.

After working with J-U-B Engineers as a funding Specialist and technical writer, Nicholas Ducote started Ducote Consulting LLC in 2016 to expand grant and funding-related services outside of a single engineering firm. We operate one location in La Grande, Oregon and work in Umatilla,



Morrow, Baker, Union, and Grant counties. Our grant-writing specialties include: federal and state funded capital and infrastructure projects, engineering and/or architectural planning or design, operations and services expansion, non-profit support for capital projects and operations, historical preservation, building and/or land acquisition, and community facilities.

Our primary focus is complex federal grants like the Community Development Block Grant, Economic Development Administration (EDA), Clean Water/ Safe Drinking Water Revolving Loan Fund, and Congressional Directed Spending. Oregon Community Development Block Grant (CDBG) program funds up to \$2,500,00 per low-income community for water and sewer projects with \$1,500,000 for community facilities. The CDBG program is one of the more grueling grant opportunities on both the grant-writing and project management sides of the equation. Like the EDA, CDBG requires extensive environmental documentation, feasibility studies, and rigorous cost estimate reviews. We frequently interact with Business Oregon at various levels, including IFA Board Meetings and Annual Action Development Committee meetings that determine the *Method of Distribution* rules and CDBG scoring for the state. We are familiar, and work often with, IFA Staff at all levels and are well-versed in the agency's operation. We commit time to researching not only the guidelines, rules, and published manuals like the *Grant Management Handbook*, but the primary sources of those rules – the Code of Federal Regulations, HUD policy and technical memos, Executive Orders, etc. Our team regularly works with technical manuals like the CDBG *Grant Management Handbook*, including but not limited to Oregon State Environmental Review Process, the *Method of Distribution*, HUD's *Notice CPD-14-013*, Corps of Engineers' *Wetland Delineation Manual*, Army Corps of Engineers easement procedures. We are familiar with the grant rules of Community Development Block Grant, Clean Water State Revolving Loan Fund, the Drinking Water State Revolving Loan Fund, Water Resources Department's grants, and Business Oregon's Special Public Works Fund.

Owning and operating a small business dedicated to CDBG work means we do not spend working time to some of the activities that consume time in larger organizations. Instead, our time focuses on completing project tasks and communicating with clients and project staff. We dedicate more than 40 hours a week to making your project successful when deadlines demand it. We pride ourselves on meeting deadlines in a professional and organized manner. Ducote Consulting LLC's work focuses on municipal-level public works, community facilities, infrastructure, and federal funding programs. We excel in shepherding projects from development through implementation, including project scoping, grant-writing, environmental review documents, procurement/bidding assistance, and labor standards compliance during construction.

Our recent and active clients include non-profits like Community Counseling Solutions (Grant County), Historic Union Community Hall, and the Liberty Theatre Foundation; the cities of Dayville, Irrigon, John Day, Seneca, Ontario, Mount Vernon, Umatilla, Haines, Elgin, North Powder, Sumpter, and Monument; and property developers like The Lodge at Hot Lake and the owners of historic buildings in Baker City and Union, Oregon. Ducote Consulting works with these individuals and agencies on a wide variety of work from funding feasibility studies that scope opportunities and define projects to grant-writing for dozens of funders, managing those grants and funds once secured, and providing on-going project development assistance. Some

projects can take years and Ducote Consulting works for your agency and the project, not another company. When engineers, agency staff, or agency staff turnover, Ducote Consulting will keep advancing the project.

References

Name	Organization / Position	Address	Email	Phone #	Exp.
Valerie Russell	City of Haines City Administrator	819 Front Street Haines, Oregon 97833	haines@casca-deaccess.com	(541) 856-3366	7 yrs
Aaron Palmquist	City of Irrigon City Manager	500 NE Main Avenue Irrigon, OR 97844	aaron.palmquist@ci.irrigon.or.us	(541) 922-3047	7 yrs
Ruth Moore	City of Dayville City Recorder	3 Park Ln. Dayville, OR 97825	dville@ortelco.net	(541) 987-2188	3.5 yrs

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2. Experience in Identifying, Scoping, and Preparing Grants

On each one of the nearly thirty projects and applications listed below, Ducote Consulting was involved either before the engineering began or along with the initial engineering or technical assistance. We worked alongside the communities and technical consulting teams to develop feasible projects that are edible for external funding.

We quickly adapt and change as the funding landscape shifts. When earmarks and Congressional Directed Spending returned as an option in 2021, Ducote Consulting worked tirelessly for a number of existing clients – Haines, Elgin, and Community Counseling Solutions – to acquire federal earmarks and thus far, Haines and Elgin have been successful. We have also had success with state-level lobbying for the City of Elgin’s sewer project. We are project advocates first and foremost and that advocacy is not limited. Below is a high-level overview of our clients in the last seven years and the work we performed:

	ODBG Grant Admin	ODBG Env/Rev	SRF Proj. Mang	Other Funding	ODBG Grant- Writing	Davis-Bacon/BOL Compliance	Other Env/Rev (USDA and DEQ)
City of Elgin	X	X		X	X		
City of Haines	X	X	X	X	X	X	
City of Irrigon	X	X	X	X	X	X	X
City of Mount Vernon	X	X				X	
City of Monument	X	X		X	X	X	
City of Seneca	X	X		X		X	X
City of John Day	X	X		X	X		X
City of Umatilla	X	X		X	X		X
City of North Powder	X	X		X	X	X	
City of Ontario	X					X	
City of Dayville	X	X		X	X	X	X
Community Counseling Sol.				X	X		
City of Sumpter	X	X		X	X		

Since May of 2021, Ducote has also worked closely with Morrow County across departments on two Economic Development Administration (EDA) grants for Heppner and Willow Creek Valley, the Columbia River Heritage Trail, and the Transit Center project. Our work on those projects demonstrates our ability to both lead efforts, in the case of EDA, and take a step back while technical experts do their work, in the case of the Transit Center. Prior to pursuing those EDA grants, we also worked with County Staff to vet and analyze potential projects for eligibility and competitiveness under EDA’s Notice of Funding Opportunity. We also assisted directly with crafting the RFQ for architectural services and reviewing proposals for the Transit Center work. As the Transit Center advances, we continue to provide support on the project.

Ducote Consulting Successful Funding Applications (2017-2022)				
<i>Project</i>	<i>Year</i>	<i>Program</i>	<i>Grant</i>	<i>Loan</i>
Haines Water Compliance Project	2017	CDBG	\$1,899,862	
	2017	SDWRLF	\$961,827	\$856,439
Irrigon Septic Conversion Project	2017	CDBG	\$2,500,000	
	2017	CWRLF	\$500,000	\$2,015,060
Irrigon WWTP Project	2018	CWRLF	\$500,000	\$500,000
Dayville Community Hall	2018	CDBG	\$1,500,000	
Dayville Community Hall	2020	USDA	\$472,000	
Elgin Sewer PER	2017	USDA	\$20,000	
	2017	IFA W/W	\$30,000	
Elgin Sewer Final Design	2018	CDBG	\$476,400	
Monument TA for Water Project	2018	IFA W/W	\$20,000	
Monument Construction of Water Project	2019	CDBG	\$1,790,000	
Monument Construction of Water Project	2020	IFA W/W	\$200,000	\$200,000
Umatilla Power City/Brownell Water Final Des.	2020	CDBG	\$593,500	
Umatilla Power City/Brownell Sewer Final Des.	2020	CDBG	\$363,000	
John Day Wastewater System Procurement	2021	CDBG	\$2,264,500	
Dayville Community Hall	2021	USDA-CF	\$170,000	
Dayville Fire Hall	2021	USDA-CF	\$79,898	
Dayville Fire Hall	2021	Ford Family	\$134,884	
Haines Water Distribution Project - Phase 3A	2021	CDBG-CV2	\$750,000	
Haines Water Distribution Project Phase 3B	2021	CDBG-PW	\$591,888	\$ -
Haines Water Distribution Project - Phase 3B	2021	DWSRF	\$600,000	\$600,000
Haines Water Project	2021	USFG Lobbying	\$1,015,000	
North Powder Sewer Compliance Project	2021	CDBG-PW	\$1,991,500	
Elgin Sewer Compliance Project	2021	CDBG-PW	\$1,533,761	
Elgin Sewer Compliance Project	2021	State Lobbying	\$2,640,125	
Elgin Ambulance	2021	USFG Lobbying	\$199,000	
Sumpter Water Tank Final Design	2022	CDBG-CV2	\$468,696	
Elgin Water System Generator Procurement	2022	CDBG-CV2	\$152,150	
Dayville Fire Hall	2022	USDA-RD	\$39,000	
Liberty Theater (conditional)	2022	EDA	\$700,000	
Umatilla Business Center (conditional)	2022	EDA	\$1,330,000	
		Total Funding	Total Grants	Total Loans
TOTAL		\$30,658,490	\$26,486,991	\$4,171,499

Selected Experience

Three communities have taken the approach with Ducote Consulting that Morrow County is proposing – the cities of Haines, Elgin, and Umatilla. Nicholas Ducote has worked with all of these communities for over six years on a number of different projects and phases. Ducote closely integrated with City staff and been a part of project development, grant-writing, and grant management on a variety of projects. The information below will provide examples of the way we have successfully applied our holistic approach to other communities.

Umatilla

Since 2015, Nicholas has worked closely with the City of Umatilla on a wide variety of public works, community development, and infrastructure projects. Ducote Consulting has assisted with a wide array of funding sources and management of those grants and loans. Over the years, we have written, managed, and developed projects for the following grants for Umatilla: Water Resources Department (WRD) Feasibility Grant, WRD Implementation Grant, a Recreational Trails Program grant, CWSRF Loan, OBDD Special Public Works Fund loan, Economic Development Administration grant, two CDBG grants, and other smaller grants.

Ongoing CDBG assistance for the City includes managing and developing a project to bring water and sewer services to Power City and Brownell area residents who have deficient water and sewer systems. Because of the overlapping jurisdictions and complexities, we assisted with engagement of the State, local residents, and City staff early in developing all aspects of the project for a competitive application. In June 2018, we facilitated a meeting with the Power City residents to discuss a wide variety of issues the residents face, their feelings on being annexed by the City, and the feeling of providing City water service to that area. Since then, we have secured Final Design funding through CDBG and are pursuing a variety of funding from DWSRF, USDA, and Water/Wastewater Program to fund construction.

For 18 months, we have worked on the City's Economic Development Administration ARPA grant for the Umatilla Business Center's Business Incubator Program. Ducote Consulting was the lead on a variety of work products and documents, including the grant application, an incubator feasibility study, a NEPA environmental report, a Preliminary Engineering Report, Budget Narrative, and other EDA requirements. That effort has been successful, and EDA has conditionally awarded the City over \$1,300,000. It has also involved meeting many very tight deadlines, as EDA typically wants responses in days or weeks to every phase of questions.

City of Elgin

Ducote's work in Elgin has spanned strategic planning, funding feasibility analysis, sewer and water capital projects, and successful state and federal lobbying. We have assisted the City with three Community Development Block Grants, Congressionally Directed Spending, State ARPA spending, and regularly have discussions with City Staff and community stakeholders on potential projects and funding opportunities. These external stakeholders included The Friends of the Opera House, Wallowa-Union Railroad Administration, and Elgin Stampede.

Ducote Consulting has worked with the City on its wastewater improvement project since it received a warning letter from Oregon DEQ in 2017. We have coordinated with the City

Engineer, City Staff, DEQ, and Business Oregon to fund a Preliminary Engineering Report in 2017-18. We also developed and submitted a December 2018 CDBG application for wastewater system Final Design. Ducote Consulting has also worked closely with J-U-B Engineers on their Preliminary Engineering Report to develop the most time and cost-efficient ways to phase the City's multi-million dollar sewer system overhaul.

In October 2019, Ducote Consulting began working with the City of Elgin to develop a funding strategy roadmap for a number of local organizations and projects. Ducote Consulting is working to develop narratives for a number of projects around Elgin and identify funding options for those projects, including identifying key Elgin stakeholders, a stakeholder analysis of funding landscapes and Elgin's opportunity set, the prioritization of short-term opportunities and applying for key funding opportunities that advance the interests of Elgin's stakeholders, and working with key partners to lay the groundwork for a successful fundraising and strategic planning effort. Intended outcomes include increased partnership among local economic development actors; a broader voice being involved in community decisions and the strategic-planning effort; and community stakeholders shifting from individual thinking to one of collective leadership.

City of Haines

Nicholas has worked closely with the City since December 2014 during the City's Final Design process for its Water Compliance project, while working for the project engineer (J-U-B Engineers). With Ducote's assistance, Haines conducted one of the first Community Income Surveys in Oregon to determine its populations' Low-to-Moderate Income percentage. Nicholas worked closely with OBDD and Portland State University developing a methodology based on principles of social science, CFR § 570.208, and the HUD methodology manual (CPD-13-014). Ducote Consulting also interfaced regularly with state and federal representatives on behalf of the City and provided feedback on the impact of federal and state CDBG rules on Haines' compliance project. This involved traveling to Salem to speak at IFA Board meetings and the Annual Action Development Sub-Committee about the impact of the scoring criteria and CDBG ranking system that previously disadvantaged, in some cases, low-income rural populations. Since the end of Haines' Final Design CDBG project, Nicholas has provided the City with assistance at all levels – from facilitating meetings with state and federal legislators, making public comments on behalf of the City in Salem, writing grant and loan applications for the City's water compliance project. As the grant writer, Ducote Consulting was instrumental in developing a Pre-Agreement Cost waiver for Haines to begin work on project tasks like First Draw and Environmental update immediately before the funding contract was even executed. The Water Compliance Project is nearing completion and has rehabilitated much of the City's water distribution system, constructed a new water reservoir to replace the 115-year-old water tower, and modernized the City's primary drinking water well. We also wrote a successful OPRD Parks Grant for a bathroom to be purchased and installed on City property.

3. Proposed Method of Approach

More than a grant-writer, Ducote Consulting is a project developer, advocate, and manager. We have worked with some of the smallest communities in Oregon on multi-million dollar projects – like Haines, Dayville, Sumpter, North Powder, and Monument – and those projects sometimes take three to five years to see implementation. Nicholas Ducote has become an area-wide resource for many projects and ideas as they search for funding and implementation assistance. Not every project has the potential for large capital infusions from external funders, but the project development process can benefit any project from conceptualization to implementation. Taking a more holistic approach to grant-writing and working across departments is the most effective way to utilize our services. We cannot, nor do we want to, perform every single project task, especially work outside our specialties. However, we cannot assist or suggest funding strategies on if we are unaware of projects. A roster approach to your consultants will make the best use of a variety of skills and expertise and we work well with other consultants.

Projects are ideas cultivated over time through the lenses of feasibility, priority, cost, and impact. Funding strategy comes after project development with agency staff. Developing a County government-wide or County-wide project list would begin to fit the many ideas and projects into various boxes and categories. For example, you begin with major categories like capital projects, operation and maintenance projects, service expansion, equipment purchase, land acquisition, and many others. Most importantly, separating capital projects and infrastructure from projects involving increasing personnel or human capacity. From there, each idea begins to transition into a project as you explore the feasibility. This starts with questions like: cost, priority of the project within the department or greater agency (County), status of environmental or land acquisition, potential environmental or other feasibility hurdles, and requirements or needs of a technical support team (engineering, architecture, environmental experts, etc.). Different methods can be used, but ultimately the goal of project development is to methodically categorize as many project “ideas” as possible into the same basic categories: schedule, cost, priority, critical path items.

Once projects have been defined, the funding strategy begins by trying to find funding opportunities for the various projects. In the process of defining and developing the projects, County staff and Ducote Consulting will have pitches refined to bring to potential funders on each project. In cases where a funding agency may not be on-board with one project, it is always beneficial to have a variety to discuss. Depending on the complexity and size of the project to be funded, different levels of analysis can be provided. On a \$5,000 project, there is little value to a \$1,500 feasibility study. However, for a multi-million-dollar capital project, it may require multiple work products like feasibility studies, environmental reports, preliminary engineering reports, budget narratives, and other grant requirements. Ducote Consulting will work with your agency to properly size our services in terms of the value we can bring to the project.

Once projects are defined and funding opportunities are identified, grant-writing and project advocacy begins in earnest. Our funding experience ranges from \$5,000 Technical Assistance and planning grants, to state and federal lobbying, federal grant writing of many varieties, and

private foundations. We have submitted and been successful on the state and federal level lobbying for public works and community projects in Eastern Oregon. Our success with federal grant-writing is well established and over the last seven years, we have written and managed ~\$26,600,000 in federal grants and loans. In that same time, we have also performed over a dozen National Environmental Policy Act Environmental Reports for EDA, USDA-RD, CDBG, DEQ, and Oregon WRD.

If we cannot perform the services needed to acquire a grant or implement the project, we will point your agency in the right direction to procure those services. For example, our work with the Morrow County Transit Center project and the procurement of the architectural team currently working on the project.

Project & Community Advocacy

We are more than simple grant-writers and will advocate tirelessly for your projects. Oftentimes, it requires pushing back on funding agencies or regulatory agencies in the best interests of your project and communities. For example, in the interests of the cities of Irrigon, Monument, and Haines, Nicholas worked with Business Oregon 2015 – 2017 to clarify and/or modify their interpretation of the Community Development Block Grant (CDBG) rules regarding: Grantees/Area of Service, Master/Facility Planning project eligibility for cities under 300 connections, Federal rules in relation to the State's allocation of CDBG funds for administration of the program, and City eligibility to conduct an income survey to challenge their Low-to-Moderate Income persons number. Representing those same cities, we also submitted public comments regarding proposed changes to the 2017 *Method of Distribution* that sets the guidelines, criteria, and ranking system for the CDBG program each year. Ducote Consulting also illustrated the interaction of Federal rules with IFA budgeting requirements regarding the eligibility of planning projects for Oregon CDBG funds in November 2016. In 2022, Business Oregon denied funding in Sumpter for an emergency water project after previously agreeing to provide those funds. We worked with staff to clarify their interpretation of rules, as well as providing past documentation that supported our position. Sumpter was awarded over \$400,000.

Nicholas spent all of high school and college on policy debate teams, winning a National Championship in college. He has also taught debate and critical thinking to high school students and college students across the United States, Jordan, and Afghanistan. Our model is deeply rooted in an argumentative story-telling model that prioritizes narrative and substance when presenting projects to funders or stakeholders. We want to educate your staff alongside our process – ultimately our goal is to get as many projects done as possible for as little expense.

We also have deep rural expertise and a passion for supporting the vitality of aging lumber, mining, and railroad communities. As a part of Nicholas' Master of Arts' studies, he authored a historical volume *Pioneers of the Piney Woods* (Lisburn Press) that focused on the development of the lumber industry and railroads in the rural South from the 1880s to 21st century. The story followed a family of entrepreneurs over 400 years that moved across the United States from New York to Kentucky to Arkansas and Louisiana starting businesses, analyzed the impacts of the lumber industry on the longevity of local communities, told the stories of each business and its successes/failures, along with the peripheral businesses that developed in lumber towns

and because of the owners' investments, and the transition of agricultural workers to industrial wage-laborers.

In order to stimulate community and economic development in rural communities, organizations with the resources to do so must support the dedicated leadership and community champions who know their region best. Ducote Consulting understands that historical challenges and current economic shifts necessitate a new strategy for sustainable, long-term growth – one that embraces the globally interconnected, digital economy of the Information Age and encourages the collaboration of rural community stakeholders.

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4. Key Personnel

Below is an overview of the primary Ducote Consulting staff and the variety of specialties and expertise we are able to draw upon for projects. The bullet point below each individual provides a list of the joint projects they have assisted Ducote Consulting with over the last five years. Nicholas will be the lead and manager of all projects. He will be the main point of contact, but depending on the project, someone else from the team may provide assistance or support. Sarah Fischer will most likely be the project lead in the Winter/Spring to prepare the County for historical preservation grants, for example the Courthouse's on-going work.

Our Team has a variety of specialties as well as general skills. Because some grant applications requirement different levels of environmental due diligence and/or economic feasibility studies, Ducote Consulting has a team of professionals ready to assist quickly with various work products. Below is a brief overview of the team and the projects

- Nicholas Ducote – Project Development/Management, Environmental Reports, Grant Writer (all areas)
 - Either manages or is the lead on all projects.
- Kelly Ducote – Grant Writer (Economic Development, Historic Preservation), & Quality Control/Copy Editing
 - A part in some way of all projects
- Sarah Fischer – Grant Writer (Historic Preservation)
 - 101 Main St. SHPO Grant Writing, Hot Lake Lodge Funding Feasibility Study, Rogers and Antlers Hotel Renovations
- Courtney Kemp – Economic Feasibility Analysis, Grant-Writing (Private Foundations), & Non-Profit Development
 - City of Elgin Strategic and Funding Plan, Friends of the Historic Union Church Feasibility Study.
- Ashley O'Toole – Property Analysis, Development Feasibility Analysis
 - Umatilla Incubator Feasibility Study, Liberty Theater EDA Grant Application, Rogers/Antlers Hotel Development Feasibility Study
- Shawn McKay – Environmental Surveys
 - City of Seneca Wetland Delineation, Baker County Sage Grouse Site Surveys, and Haines and North Powder Endangered Plant Surveys

From project ideation to implementation, we will take the time to understand your concerns, your priorities for the project, and maximize the skills and value of all project partners for the benefit of the City and its ratepayers. We will succinctly communicate how funding rules and regulations impact the project, grantee, and other stakeholders.

5. Cost of Services/Estimates

Most work, including scoping grant work and developing projects will be charged at an hourly rate. Nicholas Ducote will primarily do that work and be the lead contact with County Staff, with support from Sarah Fischer on some projects. Once projects have been scoped and identified, we can provide some idea of a lump sum or not to exceed amount for preparing a grant application.

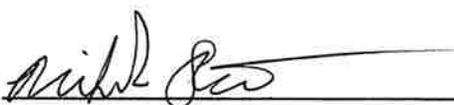
Some example of cost ranges are provided below and will vary based on: expertise and experience of County Staff assisting, the complexity and requirements of the funding agency (for example, an environmental report), and the amount of original writing required.

- Project Development: Hourly
- Funding/Scoping Feasibility Study: \$1,000 – \$5,000
- Grant-Writing: \$1,500 - \$10,000
- Environmental Report: \$2,500 – \$20,000

Cost for grants ranges from \$1,500 for simple grants to \$5,000 for CDBG grants, and one EDA grant that took over 18 months of work cost over \$20,000. Costs for grant-writing itself decrease when more front-end work is put into the project development. However, almost all of our grant work is conducted for \$1,000 – 4,000 per application.

Hourly rates by staff member are listed below:

- Nicholas Ducote: \$110/hr
- Kelly Ducote: \$80/hr
- Sarah Fischer: \$60/hr
- Ashley O'Toole: \$90/hr
- Courtney Kemp: \$125/hr
- Shawn McKay: Lump sum survey work, generally \$100-150/hr

Signed: 

Date: 6/21/22

Nicholas Ducote / President, Ducote Consulting



**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing “your work” under a written contract or agreement, that requires such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such contract or agreement that is caused, in whole or in part by:

- 1) Your acts or omissions; or
- 2) The acts or omissions of those acting on your behalf;

in the performance of “your work” for the additional insured.

Coverage for an additional insured under this endorsement ends when “your work” for that additional insured ends or is put to its intended use by any person or organization.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- 1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s) or agreement(s) has ended; or
- 2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s) or agreement(s) has been put to its intended use by any person or organization;

whichever occurs first.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

EXHIBIT B

**Request for Quotes (“RFQ”) Morrow County Grant Writing
Services & Addendums**



Request for Quotes (RFQ)

Grant Writing Services

Calendar of Events

Dates Advertised:	June 1, 2022
Pre-Proposal Conference:	June 13, 2022
Request for Clarification Deadline:	June 17, 2022
Submission Deadline	June 28, 2022
Notification of Interviews, if needed:	June 30, 2022
Interviews	July 5, 2022
Anticipated Award:	July 13, 2022
Selection Protest Deadline:	July 20, 2022

Hand Deliver or Mail Request for Quotes to:

**Morrow County
110 N. Court St., Rm. 201
P.O. Box 788
Heppner, OR 97836
541-676-2529**

**Submit three (3) hard copies of Proposal and one (1) digital copy on a USB.
Email submission of Request for Quotes will be accepted.**

MORROW COUNTY
ANNOUNCES THE FOLLOWING REQUEST FOR QUALIFICATIONS (RFQ)

Morrow County, Oregon is seeking the assistance of a qualified firm or individual(s) to assist the County with a variety of grant efforts including assistance in identifying, scoping, writing and securing grants for multiple county departments and projects. The purpose of the RFQ is to select one or more firms or individuals whom the County may contract for specific projects. Selected firms or individuals will serve as grant service provider of record. Firms or individuals with expertise in a variety of grant work are encouraged to apply.

DESCRIPTION OF THE REQUEST FOR QUALIFICATIONS.

1. Statements of Qualifications must be submitted and received by Darrell Green, County Administrator, at Morrow County Bartholomew Building, 110 N. Court Street, Heppner, Oregon 97836 no later than 3:00 p.m. on June 28, 2022. Responses mailed or email responses to dgreen@co.morrow.or.us, shall not qualify unless received by the specified date and time.

2. Content of the response shall adhere to the following criteria and limitations.

- * 1-3 pages Description of the firm or individual(s) contact information, legal formation, resources, references, etc.
- * 2-5 pages Experience in identifying grants, scoping grant projects, writing grant applications and securing grants for local government.
- * 1-5 pages Description of the proposed approach for identifying grant opportunities, coordinating with county departments and writing and preparing grant applications.
- * 1-3 pages Description of the key personnel.
- * 1-4 pages Description of cost of services and an estimate of the probable cost of completing different types of grant applications. This will be a starting point for negotiating a performance contract with a selected consultant(s).
- * Additional samples, brochures and other documents may be submitted provided that **the entire proposal does not exceed 20 pages**

3. Proposal Evaluation and Selection Criteria

Statements of Qualifications submitted on time will be reviewed against the criteria. RFQs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more

information for further evaluation. Following the evaluation process, the interview team will then select the proposer(s) the County considers most qualified. The selection process may be canceled if the County determines it is in the public interest to do so. The County may, at its discretion, interview one or more firms for further consideration. The key individuals will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm, followed by a question and answer session. Interviews will be approximately 30 minutes for the presentation and 15 minutes for Q&A, at the discretion of the County's interview team.

3.1 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

<u>Criteria</u>	<u>Maximum Score</u>
A. Proposer's Experience and References	30
B. Fee Schedule	30
C. Quality of proposal to the Scope of Work	20
D. Method of Approach	20

4. RFQ Size and Format

Proposals may be submitted by email or mail. The proposal shall have a minimum font size of 11 point and not exceed 20 pages (8.5"x11"). If submitting by mail, three (3) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for use by the County. Proposals shall not be valid unless sealed in a single envelope or box marked Grant Writing Services. Proposals must be submitted by **3:00 p.m. on Tuesday, June 28, 2022**. Proposals not submitted by that time will not be considered.

"Grant Writing Services"

Morrow County
Attn: Darrell Green
110 N. Court St., Rm. 201
Heppner, OR 97836
dgreen@co.morrow.or.us

4.1 Clarifications

Refer all inquiries concerning this RFQ to:

Darrell Green, County Administrator
P.O. Box 788
Heppner, OR 97836
(541) 676-2529
dgreen@co.morrow.or.us

5. Reservations

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFQ as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.120.

6. Protest Procedure

1. All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFQ and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Proposers will be held to the terms submitted in their proposals.
2. Any Proposer responding to the RFQ claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on July 20, 2022 as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.
3. In order to be considered, a protest shall be in writing and shall include:
 - a. The name and address of the aggrieved person
 - b. The contract title under which the protest is submitted
 - c. A detailed description of the specific grounds for protest and any supporting documentation
 - d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest
 - e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 N. Court St., P.O. Box 788, Heppner, OR 97836; and
 - f. The label "Protest"
4. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties.

5. The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address – Morrow County, P.O. Box 788, Heppner, OR 97836, not more than two (2) working days after receipt of the decision. The decision of the Board of Commissioners shall be final and conclusive.
6. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.
7. The County shall retain this RFQ and one copy of each original response received from all responding Proposers, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."
 - a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemptions from disclosure apply only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.
 - b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.



Board of Commissioners

P.O. Box 788 • 110 N. Court St.
Heppner, OR 97836 • (541) 676-2529

Jim Doherty
County Commissioner Chair
jdoherty@co.morrow.or.us

Request for Quotes ("RFQ") Morrow County Grant Writing Services ADDENDUM No. 2

This Addendum No. 2 ("Addendum") modifies the RFQ which Morrow County published in the Daily Journal of Commerce, East Oregonian, Tri-City Herald and Morrow County website on June 1, 2022. This Addendum modifies the RFP as described herein. All RFQ terms not specifically mentioned or affected by this Addendum remain in full force. This Addendum is hereby added as a part of the RFQ.

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

1.

Calendar of Events

Dates Advertised:	June 1, 2022
Pre-Proposal Conference:	June 13, 2022
Request for Clarification Deadline:	June 17, 2022
Submission Deadline:	June 28, 2022
Notification of Interviews, if needed:	June 30, 2022
Interviews:	July 5, 2022
Anticipated Award:	July 13, 2022
Selection Protest Deadline:	July 20, 2022
<u>Notification of Interviews, if needed:</u>	<u>July 21, 2022</u>
<u>Interviews:</u>	<u>July 27, 2022</u>
<u>Anticipated Award:</u>	<u>August 3, 2022</u>
<u>Selection Protest Deadline:</u>	<u>August 10, 2022</u>

2. 4.1 Clarifications

Refer all inquiries concerning this RFQ to:

~~Darrell Green, County Administrator~~
~~P.O. Box 788~~
~~Heppner, OR 97836~~
~~(541)-676-2529~~
~~dgreen@co.morrow.or.us~~

Jim Doherty, County Commissioner Chair
P.O. Box 788
Heppner, OR 97836
(541) 676-5613
jdoherty@co.morrow.or.us

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 **July 12, 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)

EXHIBIT C

Statement of Work Template

STATEMENT OF WORK – PROFESSIONAL SERVICES

V. *Morrow County Board of Commissioners (if required):*

Jim Doherty, Chair

Date

Melissa Lindsay, Commissioner

Date

Don Russell, Commissioner

Date

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

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

The General Maintenance Department is in need of replacing their 2008 F550 pickup.

As per intermediate procurement law I solicited three quotes.

Tom Denchel Ford has the order ready to send to the factory for build upon approval at \$69,440.

Legacy Ford would not be able to fulfill the order until February at \$69,440.

Northside Ford in the end was non-responsive. (see attached email from Northside Ford).

Further quotes were not reasonably obtained as the ordering banks have closed at the Ford Factory and will not re-open until February 2023.

2. FISCAL IMPACT:

The purchase will pull from General Maintenance Capital Outlay fund 101-121-5-40-4423. \$72,500 has been allocated for this purchase leaving \$3,060 for any added equipment necessary.

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

Motion to approve pre-purchase authorization for a 2023 Ford F550 in the amount of \$69,440.

Attach additional background documentation as needed.



Preview Order M02C - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 11/18/2022 16:33:57 Receipt: 11/2/2022

Dealership Name: Tom Denchel Ford Country of Hermiston

Sales Code : F74464

Dealer Rep.	Juan Ozuna	Type	Retail	Vehicle Line	Superduty	Order Code	M02C
Customer Name	X XXXXX	Priority Code	19	Model Year	2023	Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
<u>F550 4X4 SUPERCAB CHAS CAB/168</u>	\$55630	ENGINE BLOCK HEATER	\$100
168 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	120V/400W OUTLET	\$175
CLOTH 40/20/40 SEAT	\$100	SNOW PLOW PREP PACKAGE	\$250
MEDIUM DARK SLATE	\$0	SPARE TIRE AND WHEEL	\$350
PREFERRED EQUIPMENT PKG.660A	\$0	CENTER HIGH MOUNT STOP LAMP	\$0
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING – CFC FREE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.AM/FM STEREO MP3/CLK	\$0	350 AMP ALTERNATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	DUAL BATTERY	\$0
10-SPEED AUTO TORQSHIFT	\$0	360 DUAL WARN STRB AMBER/WHITE	\$650
225/70R19.5G BSW ALL POSITION	\$0	FUEL CHARGE	\$0
4.10 RATIO LIMITED SLIP AXLE	\$395	PRICED DORA	\$0
CV LOT MANAGEMENT	\$0	DESTINATION & DELIVERY	\$1795
18000# GVWR PACKAGE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$69440
DISCOUNTS			NA
TOTAL			\$69440

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature _____ Date _____

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 9121 - X5H 4x4 Super Chas Cab DRW : Order Summary Time of Preview: 11/21/2022
 10:29:05 Receipt: 11/21/2022

Dealership Name : Legacy Ford

Sales Code : F74467

Dealer Rep.	Roger Barnes
Customer Name	MORROW COUNTY

Type	Fleet	Vehicle Line	Superduty
Priority Code	A2	Model Year	2023

Order Code	9121
Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/168	\$55630	SPARE TIRE AND WHEEL	\$350
168 INCH WHEELBASE	\$0	CENTER HIGH MOUNT STOP LAMP	\$0
TOTAL BASE VEHICLE	\$55630	JACK	\$0
OXFORD WHITE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
CLOTH 40/20/40 SEAT	\$100	350 AMP ALTERNATOR	\$0
MEDIUM DARK SLATE	\$0	DUAL BATTERY	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	360 DUAL WARN STRB AMBER/WHITE	\$650
.XL TRIM	\$0	PRIVACY GLASS	\$0
.AIR CONDITIONING -- CFC FREE	\$0	XL CHROME PACKAGE	\$225
.AM/FM STEREO MP3/CLK	\$0	.BACKGLASS DEFROST	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	.POWER SLIDING REAR WINDOW	\$0
10-SPEED AUTO TORQSHIFT	\$0	.FOG LAMPS	\$0
225/70R19.5G BSW ALL POSITION	\$0	.BRIGHT GRILLE	\$0
4.10 RATIO LIMITED SLIP AXLE	\$395	.REMOTE START SYSTEM	\$0
18000# GVWR PACKAGE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
ENGINE BLOCK HEATER	\$100	FUEL CHARGE	\$0
50 STATE EMISSIONS	\$0	PRICED DORA	\$0
120V/400W OUTLET	\$175	ADVERTISING ASSESSMENT	\$0
SNOW PLOW PREP PACKAGE	\$250	DESTINATION & DELIVERY	\$1795
		MSRP	
TOTAL BASE AND OPTIONS			\$69665
DISCOUNTS			NA
TOTAL			\$69665

This order has not been submitted to the order bank.

Hi Eric,

Hope you had a great Thanksgiving. I have a bit of harsh news that came out this week.

Ford is limiting allocation of government fleet ordered vehicles for 2023 Super Duty. They are using a 5 year history and an 8 month production schedule to determine allocation for each fleet identification number (FIN). I checked your FIN allocation and it came out to less than 1 unit. There is a process that I've already started to raise that allocation to 1 unit, but you will be limited to one government fleet ordered unit for now. There may be a second run of allocation in the springtime assuming that not all fleets use their allocations and the supply chain smooths out a bit.

I'm sure this news is rough since your budgets are made and the need is there and you've likely been waiting a year to order.

Of the three what is your most needed vehicle? I've had decent luck getting bodied trucks from some of our pool vendors (Knapheide, Harbor, Scelzi, Monroe, Morgan). If these are potentially going to have bodies that can be made by any of those vendors, we may be able to fulfill the need there. I also have several regular cab service body trucks on the lot for immediate availability.

We will need to think outside the box this year to keep the fleets rolling.

Temptation might be to submit an order with multiple dealers. We have been advised that could actually lock things up for your FIN.

There is no cap on purchases, just factory ordered builds, so filling the need from dealer stock or pool units won't effect you negatively

You may also want to make sure there are no other departments within the county that need Super Duties as an order placed by them could prevent you from getting your one unit.

I hope to have some time Monday morning to prep some last quotes before the government order bank opens at 1:00 PM PST.

Call me if you would like to talk through some of this.

Sharon

Sharon Tucker

(503)493-5562 Desk

(503)502-0493 Mobile

www.northsidetrucks.com



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

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

The Parks Department is in need of replacing their 2004 Toyota SR5. The replacement pickup will allow for hauling equipment and heavy loads that the Toyota is not capable of. This purchase will improve efficiency for Parks operations.

As per intermediate procurement law I solicited three quotes.

Tom Denchel Ford has the order ready to send to the factory for build upon approval at \$66,505.

Legacy Ford would not be able to fulfill the order until February at \$66,535.

Northside Ford in the end was non-responsive. (see attached email from Northside Ford).

Further quotes were not reasonably obtained as the ordering banks have closed at the Ford Factory and will not re-open until February 2023.

2. FISCAL IMPACT:

The purchase will pull from Parks Equipment Fund Capital Outlay 238-300-5-40-4103. Currently there is approximately \$100,000 in the budget.

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

Motion to approve pre-purchase authorization for a 2023 Ford F350 in the amount of \$66,505.

Attach additional background documentation as needed.



Preview Order M01C - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 11/22/2022 11:50:02 Receipt: 11/22/2022

Dealership Name: Tom Denchel Ford Country of Hermiston

Sales Code : F74464

Dealer Rep.	Juan Ozuna	Type	Retail	Vehicle Line	Superduty	Order Code	M01C
Customer Name	X XXXXX	Priority Code	19	Model Year	2023	Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$51815	.SKID PLATES	\$0
176 INCH WHEELBASE	\$0	12400# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	ENGINE BLOCK HEATER	\$100
CLOTH 40/20/40 SEAT	\$315	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	120V/400W OUTLET	\$175
PREFERRED EQUIPMENT PKG.610A	\$0	SNOW PLOW PREP PACKAGE	\$250
.XL TRIM	\$0	.RAPID HEAT SUPPLEMENTAL HEATER	\$0
.AIR CONDITIONING -- CFC FREE	\$0	JACK	\$0
.AM/FM STEREO MP3/CLK	\$0	STEEL ROAD WHEELS-18"	\$455
6.7L POWER STROKE V8 DIESEL	\$9995	UPFITTER SWITCHES	\$165
10-SPEED AUTO TORQSHIFT	\$0	410 AMP ALTERNATOR	\$0
LT275/70R18E BSW ALL TERRAIN	\$265	REMOTE START SYSTEM	\$250
3.31 ELECTRONIC-LOCKING AXLE	\$430	DUAL BATTERY	\$0
JOB #1 ORDER	\$0	FUEL CHARGE	\$0
CV LOT MANAGEMENT	\$0	PRICED DORA	\$0
FX4 OFF-ROAD PACKAGE	\$495	DESTINATION & DELIVERY	\$1795
TOTAL BASE AND OPTIONS			MSRP \$66505
DISCOUNTS			NA
TOTAL			\$66505

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature _____ Date _____

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 9121 - W3B 4x4 Crew Cab SRW : Order Summary Time of Preview: 11/21/2022 10:22:33 Receipt: NA

Dealership Name : Legacy Ford

Sales Code : F74467

Dealer Rep.	Roger Barnes
Customer Name	mORROW COUNTY

Type	Fleet	Vehicle Line	Superduty
Priority Code	A2	Model Year	2023

Order Code	9121
Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$51815	ENGINE BLOCK HEATER	\$100
176 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$51815	BACKGLASS DEFROST	\$0
OXFORD WHITE	\$0	120V/400W OUTLET	\$175
CLOTH 40/20/40 SEAT	\$315	POWER SLIDING REAR WINDOW	\$405 - 405
MEDIUM DARK SLATE	\$0	SNOW PLOW PREP PACKAGE	\$250
PREFERRED EQUIPMENT PKG.610A	\$0	.RAPID HEAT SUPPLEMENTAL HEATER	\$0
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	STEEL ROAD WHEELS-18"	\$455
.AM/FM STEREO MP3/CLK	\$0	UPFITTER SWITCHES	\$165
6.7L POWER STROKE V8 DIESEL	\$9995	410 AMP ALTERNATOR	\$0
10-SPEED AUTO TORQSHIFT	\$0	REMOTE START SYSTEM	\$250
LT275/70R18E BSW ALL TERRAIN	\$265	DUAL BATTERY	\$0
3.31 ELECTRONIC-LOCKING AXLE	\$430	PRIVACY GLASS	\$30
JOB #1 ORDER	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
FX4 OFF-ROAD PACKAGE	\$495	FUEL CHARGE	\$0
.SKID PLATES	\$0	PRICED DORA	\$0
12400# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1795

	MSRP
TOTAL BASE AND OPTIONS	\$66940
DISCOUNTS	NA
TOTAL	\$66940 - \$66,535

This order has not been submitted to the order bank.

This is not an invoice.

Hi Eric,

Hope you had a great Thanksgiving. I have a bit of harsh news that came out this week.

Ford is limiting allocation of government fleet ordered vehicles for 2023 Super Duty. They are using a 5 year history and an 8 month production schedule to determine allocation for each fleet identification number (FIN). I checked your FIN allocation and it came out to less than 1 unit. There is a process that I've already started to raise that allocation to 1 unit, but you will be limited to one government fleet ordered unit for now. There may be a second run of allocation in the springtime assuming that not all fleets use their allocations and the supply chain smooths out a bit.

I'm sure this news is rough since your budgets are made and the need is there and you've likely been waiting a year to order.

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You may also want to make sure there are no other departments within the county that need Super Duties as an order placed by them could prevent you from getting your one unit.

I hope to have some time Monday morning to prep some last quotes before the government order bank opens at 1:00 PM PST.

Call me if you would like to talk through some of this.

Sharon

Sharon Tucker

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www.northsidetrucks.com



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

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

Property tax refund for Amazon, due to them overpaying on an account.

2. FISCAL IMPACT:

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

Sign refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

No. 22-101
Tax Year 2022-23
Acct. # 13053

Property Owner & Refund to :

AMAZON DATA SERVICES, INC
PO BOX 80416
SEATTLE, WA 98108-0416

Tax Payer:

AMAZON.COM SERVICES LLS (PPT)
PO BOX 801207
SEATTLE, WA 98108

Receipt # 275093

Date paid 11/17/2022

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
3,050.05	5,584.26	-91.50	5,492.76	3,050.05	-91.50	2,958.55	0.00	0.00	2,534.21	0.00	2,534.21

Reason: OVERPAYMENT OF PROPERTY TAXES

Approved: _____ 2022

Commissioner

Commissioner

Commissioner

699-699-5-70-7075



Michael Gorman, Tax Collector

Date 12-1-22

2022 Committee & Board Assignments

Commissioner Melissa Lindsay

- Airport Advisory Committee
- Columbia River Enterprise Zone II Board – Alternate to Comm. Doherty (Appt. 1-13-21, two-year term)
- Community Action Program of East Central Oregon (CAPECO)
- Community Renewable Energy Association – Alternate to Comm. Russell
- Court Security Committee
- Eastern Oregon Jobs Council – Alternate to Comm. Russell
- Eastern Oregon Workforce Investment Board – Alternate to Comm. Russell
- Local Public Safety Coordinating Council
- Lower Umatilla Basin Groundwater Management Area
- Military Economic Advisory Committee
- Community Counseling Solutions Advisory Board
- Morrow County Emergency Operations Center
- Morrow County Government Command Center
- Neighborhood Center of South Morrow County
- Regional Solutions
- Rodeo Committee
- Willow Creek Valley Economic Development Group

Commissioner Don Russell

- Airport Advisory Committee - Alternate to Comm. Lindsay
- Board of Property Tax Appeals
- Columbia Development Authority – Alternate to Comm. Doherty (Appointed 1-20-21, four-year term)
- Community Renewable Energy Association
- Early Childhood Committee
- Eastern Oregon Jobs Council
- Eastern Oregon Workforce Board
- Irrigon-Boardman Emergency Assistance Center
- Local Community Advisory Council (Public Health)
- Parks Committee
- Port of Morrow Liaison
- Regional Community Advisory Council (Public Health)
- Solid Waste Advisory Committee

Chair Jim Doherty

- Blues Intergovernmental Council (BIC)
- Boardman Food Pantry
- Columbia Development Authority (Appointed 1-20-21, four-year term)
- Columbia River Enterprise Zone II Board (Appointed 1-13-21, two-year term)
- Forest Collaborative
- Morrow County Emergency Operations Center (Rotates to Chair)
- Morrow County Government Command Team (Rotates to Chair)
- National Association of Counties (NACo) Representative
- NACo Western Interstate Region Representative
- North East Area Commission on Transportation
- Regional Travel Shed Analysis & Transit Development Analysis
- The Loop –Morrow County Transportation Advisory Committees
- Tourism Liaison
- Wolf Depredation Advisory Committee

All Commissioners

- Association of Oregon Counties
- Boardman Chamber of Commerce
- Boardman Community Development Association
- Columbia River Enterprise Zone III Board
- Eastern Oregon Counties Association
- Heppner Chamber of Commerce
- Ione Community Agri-Business Organization (ICABO)
- Irrigon Chamber of Commerce
- Local Emergency Planning Committee
- Morrow County Budget Committee
- Morrow County Fair Board
- Morrow County Road Committee

2022-23 Property Tax

Prepared by Mike Gorman, Morrow County Assessor/Tax Collector

2022-23 Values

- ▶ Taxable Value - \$3,759,690,030
- ▶ Market Value - \$9,228,177,745

- ▶ Exemptions (SIP and EZ)
 - ▶ SIP - \$1,269,106,755
 - ▶ EZ - \$4,033,767,140

(Taxable and Market values are rounded)

2022-23 Tax Amounts

- ▶ Total Certified Property Taxes to Collect - \$54,070,119.75
 - ▶ Morrow County's Portion - \$15,363,749.17
 - ▶ The week of November 14-18, we collected over \$33 Million in property taxes and an additional \$10 Million in SIP and EZ Payments.
 - ▶ As of November 30, a balance of \$2.9 Million of current year Taxes left to collect. (about 95% collected)
 - ▶ \$3.7 Million for all years left to collect

▶ (Property Tax Amounts Rounded)

Current - Previous Year Value and Tax Amounts 2022-23

- ▶ Taxable Value - \$3,759,690,030
 - ▶ An increase of \$823,696,830
 - ▶ Which is mostly due to expiring exemptions.
 - ▶ Residential, commercial and industrial new construction along with the statutory 3% increase in assessed value does contribute, just not to the level of Amazon's expired EZ exemptions.
- ▶ Market Value - \$9,228,177,745
 - ▶ An increase of \$1,099,435,000
- ▶ Certified Tax - \$54,070,119.75
 - ▶ An increase of \$10.63 Million.

2022-23 Property Taxes - Generally

- ▶ Boardman City Limits - The combined total tax rate for properties inside the Boardman City Limits is lower this year due to the City levied a much lower Bond amount. 2021 Bond Rate - \$1.99/\$1,000 and 2022 - \$.44/\$1,000
- ▶ Outer Boardman and Irrigon Areas - A few cents lower than last year.
- ▶ Heppner City Limits - Tax rate decreased a little, but Market Values increased 30% resulting in many properties having compression reduced due to the City of Heppner's high tax rate. \$10.6209/\$1,000 (Total Tax Rate \$24.0856)
- ▶ Lone School District - Properties within the Lone School District Boundary have an increased tax rate of about \$.42 due to an appeal by Pacific Gas Transmission, which is a major contributor of value for the school district.
- ▶ Rural South County - A few cents lower than last year.

2022 SIP Properties

Willow Creek Energy

- ▶ 2022 SIP CSF Payment - \$81,569.68
 - ▶ The County's portion of the payment is \$21,145.74
- ▶ Exempt Tax Amount - \$320,081.85
- ▶ Exempt Value - \$19,931,990
- ▶ We share this project with Gilliam County
 - ▶ 37.5% allocated to Gilliam and 62.5% allocated to Morrow
 - ▶ This agreement included a \$40,000/year School Grant Payment for the first 5 years. (\$200,000)
 - ▶ This project only has 1 year left on its exemption.

2022 SIP Properties

Echo Winds

- ▶ 2022 SIP Payment - \$80,029.32
 - ▶ The County's portion of the payment is \$60,043.48 and does not share in a portion of the CSF.
- ▶ Exempt Tax Amount - \$77,974.77
- ▶ Exempt Value - \$6,331,845
- ▶ We share this project with Umatilla County
 - ▶ 50% allocated to Umatilla and 50% allocated to Morrow
 - ▶ This agreement included a \$80,000/year Local Improvement Payment for the first 5 years. (\$400,000)
 - ▶ This project only has 1 year left.

2022 SIP Properties

Shepard Flats

- ▶ 2022 SIP Payment - \$1,504,466.56
 - ▶ Community Service Fee of \$500,000 and Additional Amount of \$1,004,466.56
 - ▶ The County's portion of the CSF is \$126,292.00 and receives all of the additional amount.
- ▶ Exempt Tax Amount - \$3,844,611.44
- ▶ Exempt Value - \$239,409,880
- ▶ Payment of \$21,500 to CREA comes out of County's portion.
- ▶ This project has 4 years remaining.
- ▶ Caithness sold this project to Brookfield Renewables, a Canadian company, in 2020. Brookfield Renewables have invested in a "repower" of new blades and gearboxes.

2022 SIP Properties

PGE Carty Co-Gen Plant

- ▶ 2022 SIP Payment - \$2,170,073.00
 - ▶ Community Service Fee of \$500,000.00 and an additional amount of \$1,670,073
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$5,106,584.80
- ▶ Exempt Value - \$409,283,140

PGE SIP Payment Schedule

<u>Year</u>	<u>Total SIP PMT</u>
2017	\$2,075,211
2018	\$2,147,194
2019	\$2,224,294
2020	\$2,306,877
2021	\$2,395,330
2022	\$2,170,073
2023	\$2,271,553
2024	\$2,380,247
2025	\$2,496,669
2026	\$2,421,369
2027	\$2,554,936
2028	\$2,697,999
2029	\$2,851,233
2030	\$3,015,363
2031	\$3,191,162

2022 SIP Properties

Wheatridge Wind PGE Portion

- ▶ 2022 SIP Payment - \$694,728.25
 - ▶ Community Service Fee of \$165,000.00 and an additional amount of \$529,728.25
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$1,744,213.79
- ▶ Exempt Value - \$140,795,250

2022 SIP Properties

Wheatridge Wind NextEra Portion

- ▶ 2022 SIP Payment - \$1,805,496.37
 - ▶ Community Service Fee of \$335,000.00 and an additional amount of \$1,037,996.37 for the wind portion and \$432,500.00 for the solar portion that came on line this year.
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$4,445,941.24
- ▶ Exempt Value - \$413,867,520

2022 SIP Properties Orchard Wind Project

- ▶ 2021 SIP Payment - \$129,887.48
 - ▶ Community Service Fee of \$125,037.48 and an additional amount of \$4,850.00
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$487,873.37
- ▶ Exempt Value - \$39,487,130

Additional Amount per SIP Agreement	
Year	Add'l Amount
2021	\$2,600.00
2022	\$4,850.00
2023	\$7,100.00
2024	\$9,350.00
2025	\$11,600.00
2026	\$13,850.00
2027	\$16,100.00
2028	\$18,350.00
2029	\$20,600.00
2030	\$22,850.00
2031	\$25,100.00
2032	\$27,350.00
2033	\$29,600.00
2034	\$31,850.00
2035	\$159,100.00
Total	\$400,250.00

2022 SIP Properties - Additional Payment totals and Community Service amounts distributed to Districts

- ▶ 2022 Total Additional Payments - \$4,739,657.66
- ▶ 2022 CSF Totals - \$1,726,593.00
- ▶ 2022 Total SIP Exempt Taxes - \$16,700,937.00
- ▶ 2022 Total Exempt Value - \$1,269,106,755

2022 Enterprise Zone Exemptions Columbia River Technologies

- ▶ 2022 EZ payment to CREZ II - \$822,128.50
 - ▶ \$47,128.50 of that payment is for the BMCC, Boardman Park and the new Boardman Fire & Rescue District Bonds and \$875,000 goes to CREZ II.
- ▶ Exempt Tax Amount - \$1,000,731.08
- ▶ Exempt Value - \$76,071,150
- ▶ This is a 10 year exemption and has 1 year remaining and has a predetermined payment schedule.
- ▶ CRT has opportunity for \$100,000 for a “Buy Back Option”

Columbia River Technologies EZ Payment Schedule

Columbia River Technologies (10 Year)	
Year	EZ Payment (To EZ II Board)
2014	\$125,000.00
2015	\$250,000.00
2016	\$350,000.00
2017	\$425,000.00
2018	\$425,000.00
2019	\$425,000.00
2020	\$425,000.00
2021	\$575,000.00
2022	\$875,000.00
2023	\$1,000,000.00

2022 Enterprise Zone Exemptions

Lamb Weston

- ▶ 2022 EZ payment to CREZ II - \$1,130,857.99
 - ▶ \$180,857.99 of that payment is for the BMCC, Boardman Park, Boardman Fire and City of Boardman Bonds and \$950,000 goes to CREZ II.
- ▶ Exempt Tax Amount - \$2,734,347.73
- ▶ Exempt Value - \$169,407,010
- ▶ This is a 15 year exemption, has 6 years remaining and has a predetermined payment schedule of \$950,000.00 for each year of the exemption.
- ▶ Lamb Weston has opportunity for \$100,000 for a “Buy Back Option”

2022 Enterprise Zone Exemptions Morrow County Grain Growers

- ▶ This is a 5 year standard EZ Exemption for MCGG's rail grain car unloading facility at the PoM.
- ▶ The total investment was about \$7 Million.
- ▶ 2022 Exempt Tax Amount - \$88,499.23
- ▶ Exempt Value - \$6,637,320
- ▶ This is their third year claiming the exemption.
- ▶ MCGG was billed \$1,051.89 for the Boardman Fire Bond
- ▶ Per the EZ Agreement, a payment of \$30,000 in years 4 and 5 is to be made to CREZ II, all of which can be utilized as a "Buy Back Option"

2022 Enterprise Zone Exemptions WOF PNW Threemile Project

- ▶ This is a 5 year standard EZ Exemption for a methane digester and pumping facility to PGE'S Carty Co-Gen Plant.
- ▶ The total investment of about \$37 Million.
- ▶ Resilient IG purchased a portion from Threemile in 2020.
- ▶ 2022 Exempt Tax Amount - \$447,065.20.
- ▶ This is their Third year claiming the exemption.
- ▶ Per the EZ Agreement, a payment of \$61,684.70 in each year is to be made to CREZ II, which 50% of that payment can be utilized as a "Buy Back Option". \$3,596.40 was billed for the Boardman Fire Bond

2022 Enterprise Zone Exemptions Amazon L&C I and Rippee Rd

- ▶ Amazon currently has 5 separate sites or locations.
- ▶ The first two sites, I refer to as Lewis & Clark I and Rippee Rd, both sites have multiple Standard EZ exemptions each.
 - ▶ These Standard EZ exemptions are from agreements made in 2013, 2014 and 2016.
 - ▶ The 2013 and 2014 exemptions have expired and the 2016 agreements still have a substantial amount of exemption and will expire in 2023.
 - ▶ Amazon wanted a graduated payment schedule with the payments to CREZ II to increase during the exemption.

2022 Enterprise Zone Exemptions

Amazon L&C I and Rippee Rd Standard EZ

Payments to EZ Board

- ▶ **L & C I**
 - ▶ **EZ Payment - \$804,807.03**
 - ▶ **Bond Amount - \$29,986.48**
- ▶ **Rippee Rd**
 - ▶ **EZ Payment - \$791,873.99**
 - ▶ **Bond Amount - \$16,874,80**

2022 Enterprise Zone Exemptions

Amazon L&C II, Olson Rd and Gar Swanson Rd

- ▶ The remaining three sites, I refer to as Lewis & Clark II, Olson Rd and Gar Swanson Rd, These sites all have 15 year Long Term Rural EZ exemptions.
 - ▶ The L & C II agreement was finalized in 2017 and began its exemption in 2019.
 - ▶ The Olson Rd agreement was finalized in 2018 and began its exemption in 2020.
 - ▶ The Gar Swanson Rd agreement was finalized in 2020 and this is the first year of its exemption.

2022 Enterprise Zone Exemptions

Amazon L&C II, Olson Rd and Gar Swanson Rd

- ▶ All three of these LTR EZ agreements have a payment schedule of \$1 million per building or data center located at that site, with a minimum payment of \$2 million per year.
- ▶ There is also an additional payment calculation of \$25 million x the property tax rate for that area in that year. (The \$25 million is indexed 3% per year, similar to the Community Service Fee related to the SIP Program)

Amazon L&C II, Olson Rd and Gar Swanson Rd LTR EZ Payments to EZ Board

- ▶ Lewis & Clark II Site
 - ▶ EZ Fee - \$5,060,000
 - ▶ Additional Amount - \$363,225.25
- ▶ Olson Rd Site
 - ▶ EZ Fee - \$2,000,000
 - ▶ Additional Amount - \$480,587.70
- ▶ Gar Swanson Rd Site
 - ▶ EZ Fee - \$2,000,000
 - ▶ Additional Amount - \$332,402.50

2022 Enterprise Zone Exemptions

- ▶ Standard EZ Exemptions (3-5 years) tend to have a larger exemption percentage than LTR EZ Exemptions.
- ▶ Analyzing a particular company's percent of exemption on a given year can be misleading due to each individual payment structure, valuation, either from the DOR or local assessment and the actual tax rates.
- ▶ The percent of exemption will change from year to year.
- ▶ A full analysis should be performed at the end of the exemption period.

2022 Enterprise Zone Exemptions Total Payments

- ▶ 2022 EZ Payments to the CREZ II Board - \$13,729,646.92
- ▶ 2022 EZ Bond Payments - \$279,111.31
- ▶ 2022 EZ Exempt Tax Amount - \$57,169,499.88
- ▶ 2022 EZ Exempt Value - \$4,033,767,140

- ▶ *EZ Payment Amounts do not have “Buyback Amounts” removed

2022 Top 20 Tax Payors

NAME	TAX_AMOUNT	RMV*	AV
AMAZON DATA SERVICES, INC	\$20,691,726.33	\$4,021,943,860	\$1,561,640,110
AVISTA CORPORATION	\$3,343,707.42	\$207,160,000	\$207,160,000
THREEMILE CANYON FARMS, LLC	\$3,140,766.73	\$292,521,899	\$246,859,935
LAMB WESTON, INC	\$2,545,166.24	\$3,361,544,150	\$157,528,390
PORTLAND GENERAL ELECTRIC CO	\$2,149,638.54	\$684,611,000	\$139,896,860
GAS TRANSMISSION NORTHWEST CORP	\$1,210,341.60	\$81,353,112	\$81,353,112
COLUMBIA RIVER PROCESSING, INC	\$746,573.28	\$56,560,870	\$56,518,670
PORT OF MORROW	\$515,423.04	\$41,905,245	\$36,298,039
PORT VIEW APARTMENTS, LLC	\$433,010.87	\$28,410,010	\$23,942,920
FARMLAND RESERVE, INC	\$388,722.99	\$50,732,338	\$29,503,233
UNION PACIFIC RAILROAD CO	\$378,472.86	\$128,676,273	\$29,355,290
RDO/CALBEE FOODS LLC	\$343,977.29	\$26,147,630	\$26,147,630
OREGON POTATO COMPANY	\$292,854.56	\$18,471,139	\$18,092,471
ALTO COLUMBIA, LLC	\$285,092.53	\$21,671,470	\$21,671,470
WILLOW CREEK ENERGY LLC	\$276,017.09	\$37,120,000	\$17,188,010
ORCHARD WIND PROJECT	\$257,763.49	\$60,350,000	\$20,862,870
PACIFICORP (PP&L)	\$245,434.68	\$18,694,000	\$18,694,000
LUMEN TECHNOLOGIES INC	\$233,898.48	\$15,842,000	\$15,842,000
TIDEWATER BARGE LINES INC	\$217,307.10	\$9,320,000	\$9,320,000
EASTERDAY DAIRY, LLC	\$191,634.06	\$15,513,059	\$15,222,723

Morrow County Values and Taxes 2013-Current

Year	RMV	AV	Certified Tax
2013	\$2,877,019,573	\$1,682,426,033	\$27,133,187.16
2014	\$3,089,994,545	\$1,774,504,324	\$27,839,804.90
2015	\$3,625,832,410	\$2,043,538,478	\$32,228,046.43
2016	\$4,078,799,116	\$2,256,129,368	\$32,711,386.09
2017	\$4,700,766,633	\$2,069,395,917	\$31,885,372.64
2018	\$5,114,350,191	\$2,248,142,683	\$35,192,765.05
2019	\$5,786,369,143	\$2,470,622,726	\$37,334,205.53
2020	\$6,414,500,000	\$2,752,050,000	\$39,558,815.40
2021	\$8,128,742,740	\$2,935,993,206	\$43,706,964.97
2022	\$9,228,177,745	\$3,759,690,030	\$54,070,119.75
	Percentage of Increase		
	221%	123%	99%

Value Increases

- ▶ The increase in Real Market Value (RMV) is mostly from new industrial and utility value. The reason the taxable value increase (AV) is not proportional to RMV is because a number of the new industrial and utility properties have received a property tax exemption, either through the Enterprise Zone Program or the Strategic Investment Program. Those exemptions last from 3-15 year and are unique to each property, after which those properties will added to the AV. Several food processing plants, ethanol producing plants and data centers contribute to the industrial growth. 4 major wind production projects and a large scale gas fired power plant contribute to the utility component of value. The 2017 decrease in AV is due to Portland General Electric's Carty Plant starting its 15 year SIP Exempton. The increases from 2018-Current is mostly due to Amazon's expiring EZ Exemptions. Amazon contiuniues to invest and construct new data centers in Morrow County. There has been substantial residential and commercial value growth throughout the North end of the County but not to the extent of the industrial and utility value growth.

What can we expect in 2023?

- ▶ Values should continue to increase from new residential, commercial and industrial development as well as expiring exemptions.
- ▶ The amount of preliminary partition and subdivision plats have not decreased.

Whew!

▶ Questions??



Morrow County Sheriff's Office - Monthly Stats 2022

Incident	July	August	Sept	October	Nov	Dec
Alarms	21	9	8	11	11	
Animal Complaint	38	36	34	28	22	
Agency Assist	14	21	16	15	16	
Assaults	4	3	6	2	1	
Burglary	2	5	5	1	3	
CHL	34	43	21	17	51	
Citizen Assist	14	16	14	8	4	
Civil Service	25	79	55	63	60	
County Code Calls	3	11	5	0	1	
Heppner area	0	9	0	0	0	
Irrigon area	2	1	5	0	1	
Bdmn area	1	1	0	0	0	
lone/Lex area	0	0	0	0	0	
Death Investigation	3	2	1	1	1	
Disturbance	11	19	17	14	24	
Dog	65	49	57	64	61	
Driving Complaints	94	89	85	90	72	
Drunk/Impaired Driver	1	0	0	1	1	
EMS	8	16	10	15	12	
Hit & Run	4	7	3	4	5	
Juvenile Complaints	8	13	16	15	11	
Motor Vehicle Crashes	13	11	10	12	13	
RV Code	0	0	0	0	0	
Suicidal	9	2	4	10	5	
Suspicious Activity	23	33	29	46	35	
Theft	14	17	14	15	12	
Trespass	11	13	9	9	7	
Traffic Stops - Cite	80	66	90	30	22	
Total Traffic Stops	256	228	305	110	98	
UUMV-Stolen vehicle	2	1	4	3	3	
Welfare Check	24	17	12	11	14	
Totals	781	806	830	595	565	
Other Misc. Incidents	676	765	656	726	774	
Total # of Incidents	1457	1571	1486	1321	1339	
Felony Arrests	13	7	2	8	9	
Total # of Arrests	37	23	18	24	23	
Total # M-110 Citations	0	0	0	0	0	

Local Public Safety Coordinating Council
Quarterly Report to
Morrow County Board of County Commissioners

1. Updates

- a. IMPACTS Grant Award: Morrow and Umatilla County LPSCC's were awarded \$621,328.08 based on my grant application. These funds will be used to assist the population of folks who are high utilizers of both the ER and jail. CCS is having trouble filling the supervisor position. We can begin the program as soon as it is staffed.
- b. I filed a supplemental JRI grant application for \$45,925. These funds would go to law enforcement, CCS, and partially fund my coordinator position.
- c. LPSCC continues to discuss ways for Agencies to cooperate to streamline efficiencies.
- d. Oregon Gun Violence Survey: The Oregon CJC sent out a survey to gather data on how funds will be used when the Federal Gun Violence Grants are released.
- e. Primary Topics being addressed: The LPSCC continues to discuss housing, the challenges faced by Measure 110, mental health issues in the community, particularly with our youth, and housing shortages.

2. Ongoing Projects

- a. There are several minors participating in our Juvenile Diversion program.
- b. We will get a mental health court up and running in the beginning of the year.
- c. We hope to develop a mentoring program for youth.
- d. Developing inpatient options for those in behavioral health crisis continues to be a main focus. There is finally funding for this type of project coming from the State level, and everyone is very excited to be able to discuss solutions.

Jessica Rose

Jessica Rose



BOARDMAN FIRE RESCUE DISTRICT
FIRE CHIEF MIKE HUGHES

300 SW WILSON LANE, BOARDMAN, OR 97818 541.481.3473 WWW.BOARDMANFD.COM

Morrow County Board of Commissioners
110 N. Court Street
Heppner, OR 97836

11/25/2022

RE: Weather Event

Commissioners,

On Tuesday, November 22, 2022 Northern Morrow County experienced a freezing rain weather event on Interstate 84 from the Umatilla County line to the Gilliam County line. Boardman Fire Rescue District is responsible for the entire stretch of the Interstate between county lines. From 4:33 pm to 7:22 pm, BFRD received multiple calls for service. Most of the calls were for motor vehicle accidents. 8 accidents came through our dispatch center while others were witness, investigated and mitigated. Vehicle accident calls typically have fire apparatus and an ambulance dispatched to the call. 3 of the accidents were vehicle rollovers, 2 required passengers to be extricated.

Because of the sheer number of incidents stacked upon each other, once again, Northern Morrow County did not have enough available ambulances to meet the needs. Umatilla County was also working a structure fire during the same time period. Relying on other counties to provide medical transport units when they are being impacted by the same weather event is unacceptable.

Had BFRD been a licensed transport agency, we could have added 2-3 more additional ambulances to the response matrix. If an incident of this magnitude occurred in Southern Morrow County, licensed BFRD ambulances could respond to assist with patient care as well. Having BFRD transport licensed improves ambulance service to the entire County.

As a reminder, licensing is the first of many steps in the process. It is BFRD goal to have the ability to transport patients from emergency incidents to the appropriate facility.

Consider the needs of the entire County, provide Boardman Fire Rescue District the OHA required letter to submit to the State for transport licensing. OHA has made it very clear that verification of need can be as simple as the BOC stating you recognized need for additional ambulances in Morrow County. Patient care is and always has been the priority.

Boardman Fire Rescue District's mission is to provide the best possible emergency services within our District, Region, State and, if needed, the Nation.

Thank you,

Mike Hughes
Fire Chief
Boardman Fire Rescue District

11/29/22

An Open Letter to Morrow County Residents:

Over the past several months, Morrow County Health District has been largely silent about the conflict around EMS services due to the District’s ongoing participation in mediation efforts. Recently, the District became aware that mediation efforts had stalled out and determined it was time to provide additional important information to the public.

For more than 30 years, the District has provided ambulance service to the entire county as one ambulance service area. We do this because it allows the District to receive enhanced federal funding when the ambulance service is associated with our critical access hospital. This enhanced funding is key because the District heavily subsidizes EMS services in all communities. Currently, the District has seven ambulances in service – two in Boardman, two in Irrigon, one in Lone, and two in Heppner.

In 2021, the District’s board approved a new staffing model for EMS in which each dispatching location (Boardman, Irrigon, and Heppner) is staffed by two EMS personnel at all times working 12-hour shifts. This plan was approved with a three-year phase-in. Boardman went live in 2021, Irrigon in 2022, and Heppner is slated for 2023. This model has already resulted in improved response times in Boardman as shown below:

2022	BOARDMAN (TIME IN MINUTES)					
	899 (First Out Ambulance)			898 (Second Out Ambulance)		
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs
January	1.0	5.1	51.0	0.5	6.5	2.0
February	1.2	5.0	48.0	5.2	7.0	2.0
March	1.0	4.7	46.0	0.1	3.1	1.0
April	1.0	3.8	34.0	0.5	3.7	10.0
May	0.6	4.0	46.0	0.0	0.0	1.0
June	0.6	3.7	38.0	1.1	2.7	8.0
July	0.9	5.0	48.0	1.0	5.0	4.0
August	0.5	2.7	7.0	0.5	3.8	31.0
September	-	-	0.0	0.8	5.2	49.0
October	0.5	2.4	25.0	0.3	4.0	17.0

Dispatch to en route means the length of time between when the ambulance is dispatched to when the ambulance leaves the garage. **Response time** means the length of time between the notification to the ambulance and the arrival of the ambulance at the incident scene. Note that response times are not adjusted for miles traveled and in some instances include non-emergent transfers.

The licensing of a competing ambulance service in Boardman will jeopardize the current levels of service provided in all cities in Morrow County, including Irrigon, Boardman, Heppner, Lexington, and Lone. A competing service in Boardman will eliminate the District’s eligibility for enhanced federal funding across the District’s entire ambulance service (not just in Boardman). Given the high rate at which the District currently subsidizes EMS services (approximately \$550,000 per fully staffed location), a decrease in funding puts existing services in serious peril in all locations.

With the high rates of subsidy, one might wonder why Morrow County Health District wishes to retain EMS services across the entire county. EMS services have long been a core part of MCHD's mission to serve the county. Most ambulance providers will not bid to provide services in a region in which they expect to take a loss. Because no other entities are eligible for enhanced federal funding, other entities cannot provide this service in a more cost-effective manner than MCHD. As a public entity, the District considers this a core public safety service, which must be preserved even when that requires a significant subsidy.

The District does not oppose the addition of more resources to support EMS anywhere in the county. If another ambulance provider can work in tandem with MCHD to supplement services, we would welcome that. Any such arrangement must safeguard the District's current funding, which is necessary to sustain EMS across the entire county. The best way forward if another ambulance provider wishes to operate in Morrow County is through a contract with MCHD. The District is open to considering all such contracts that are in the best interests of the public.

For the past two years, MCHD has attempted to partner with Boardman Fire Rescue District to find a mutually agreeable solution to incorporate BFRD into the ambulance service system in Morrow County. At this point, we feel EMS services across the county are in jeopardy if we cannot reach an agreement that does not eliminate MCHD's federal funding.

We call on all Morrow County residents to support MCHD to preserve and enhance critical ambulance services. All residents in Morrow County have the right to high-quality ambulance services. Please consider contacting your local representatives, be that County Commissioners or elected board members, and encourage them to support MCHD and our efforts to provide ambulance services to everyone in Morrow County. This issue is too important to ignore.

Sincerely,

Emily Roberts
Chief Executive Officer
Morrow County Health District

HART
WAGNER^{LLP}
TRIAL ATTORNEYS

Troy S. Bundy

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Admitted in Oregon and Washington

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1000 S.W. Broadway
Portland, Oregon 97205
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November 4, 2022

VIA EMAIL

Emily Reynolds Roberts
Chief Executive Officer
Morrow County Health District
564 E. Pioneer Drive
Heppner, OR 97836

Re: *Morrow Co. Health District / Boardman Fire & Rescue*
Our File No. 30931

Dear Ms. Reynolds Roberts:

This letter can be shared with those who are inquiring, but it is not to be considered a waiver of any attorney-client privilege we might share. It represents my limited legal opinion with respect to current events.

It is my understanding that the Boardman Fire and Rescue District intends to appear at the next BOC meeting to request what is known as a letter supporting a determination of need for them to have another ambulance running in Morrow County. This letter would be presented to the Oregon Health Authority, as it is required in order for an ambulance license to be granted by the State. However, there are some legal problems with this that I have highlighted previously. Additional legal authority was uncovered, as well, that provides additional insight and should be considered. This authority takes the form of Morrow County Ordinance No. MC-C-4-98. The Ordinance is a law signed by the BOC and the Morrow County Circuit Court. It is a published law that does not appear to have been repealed, and is attached to this letter. It does not change any of my previous legal interpretations. However, it highlights some important issues and supports my conclusion that the ASA Plan is an actual law on the books in Morrow County.

Section 3 of the County Ordinance establishes Ambulance Service Areas and “the methods for selecting ambulance service providers” for each service area in the County. Section 6 of the Ordinance allows the County Court to adjust those ASA boundaries and incorporates the ASA Plan into the ordinance, itself; thus, making the ASA Plan the established law of the County.

Section 7(1) of the ordinance states as follows: “**No person shall provide ambulance service in Morrow County, unless an Ambulance Service Area has been assigned to that person pursuant to this section.**” In order to become an ambulance service area provider, whether one is looking at the ordinance, the ASA Plan from 1998, or the latest version of the ASA Plan, the process is all the same.

I reported this in a previous letter, but to save time reviewing separate documents, I am including it here. The ASA Plan covers new ambulance service provider applications on pages 24 and 25 of the Plan. Paragraph 1 of the “PROVIDER SELECTION” section states as follows:

“Morrow County Ambulance Service (MCAS), owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years **shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:”**

This section implies that only one ambulance service can be assigned to the Ambulance Service Area at any given time, not two. There are two options: (1) MCAS can choose to step down or (2) The Health District can “remove” the Morrow County Ambulance Service from the assigned area/ASA (Ambulance Service Area). So, there can be only one ambulance service provider in any given ASA under the Plan, as it is written.

Also, please note the “colon” at the end of the section (“from the assigned *area:*”). This means that the words following this statement set out the “legal steps” to be taken to become an approved ambulance service provider under the plan. This is described in Paragraph 3(a)-(d). In this section, the ASA Plan states that any provider wishing to run an ambulance in the ASA (aka “Morrow County”) must prepare an application and do the following: (1) Meet all standards contained in the ASA Plan applicable to ambulance service providers; (2) The Health District must meet and determine whether the current service provider is effective and efficient and, if not, whether the applicant would help improve this; (3) If a new service area provider is required, this must be advertised, so other providers in the area can have an opportunity to apply; and (4) The Morrow County Health District is responsible for reviewing all applications and consulting with the EMS Advisory Committee in making those decisions on approving a new provider.

The County is responsible for *approving* the ASA Plan and then *delegated* the implementation, coordination and preservation of that Plan to the Health District. This occurred decades ago. As stated in the ASA on page 17: “**COORDINATION-ADMINISTRATION OF THE PLAN:** (1) *The Morrow County ASA Plan shall be administered by the EMS Advisory Committee*, as representatives of the Board (MCHD)... (2) The EMS Advisory Committee shall ... recommend changes to the ASA Plan and EMS ordinance designed to ... *address ongoing growth and changes in the EMS system in Morrow County, the state and the nation.*”

Here, Morrow County Ambulance Service still desires to provide the ambulance service in the area. So, the next question is whether proper steps have been followed to reassign the area in the Service Area to a new provider. They have not. There has been no application, there has been no public notice and advertisement of vacancy, there has been no determination by the Health District that a new (or even an additional) service provider is required, and the EMS Advisory Committee has not recommended an applicant. The ASA Plan controls this activity. The duty to determine need for additional service providers was specifically delegated to the Morrow County Health District. If the BFRD wishes to provide service, then they must demonstrate that need to the MCHD and its Advisory Committee. If the MCHD determines that an additional service provider is required, then they will propose amendments to the Plan and provide that proposal to the BOC for consideration. The BOC will then either accept or reject the recommendations made by the MCHD. Upon approval, this amended version of the ASA Plan would be presented to the Oregon Health Authority for approval.

At this point, Chief Hughes has already presented his case to the EMS Advisory Committee and the request is working its way through the MCHD Board. The Health District designated a multidisciplinary team of experts and professionals from all involved disciplines to consider all requests, like the ones made by Chief Hughes, and reach a determination with regard to community safety and preservation of the available resources. Those individuals include: Fire, Physician Medical, Hospital Nursing, 911, EMS, QRT, etc. If the specialty team determines change or modification is appropriate, in order to promote safety and efficient use of resources, then the Commissioners will be asked to approve that change after being presented with the evidence. Circumventing the process that is detailed in the ASA Plan is not appropriate, as the Commissioners' determinations may contradict the ASA Plan.

The BFRD wishes to side-step the process outlined in the law/ASA Plan, requiring satisfaction of the aforementioned process, and proceed directly to the BOC for approval and a letter confirming a determination of need for an additional ambulance service for the county. But, the MCHD has not determined there is need and cannot make such a recommendation to the BOC, which has tasked them with this duty in the first place.

In short, the BOC is being asked to disregard the law of this county, make need-based determinations that it specifically delegated to the MCHD under promulgated law, and then issue a statutory letter of need without the recommendation made by the health entity they designated as the controlling authority on the issue. Bluntly, this would be an illegal process in violation of the very ordinance the BOC created and had approved and entered by the Morrow County Circuit Court.

Sincerely,

s/Troy S Bundy

Troy S. Bundy

Emily Reynolds Roberts
November 8, 2022
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TSB/akr

cc: Morrow Co. Health District