

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 15, 2023 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Minutes: February 2nd, 15th, 22nd, March 1st
 - b. Cellular Provider Change, Sheriff's Office
 - c. Amendment 1 to Justice Reinvestment Grant Agreement #JR-23-022
5. **Business Items**
 - a. Status Update from County Counsel, Justin Nelson: Request to Repeal Ordinance MC-C-4-98: In the Matter of Regulating Ambulance Service Providers
 - b. Request for Letter in Support of Ambulance Licensing (Chief Mike Hughes, Boardman Fire Rescue District)
 - c. Request for Letter of Support, PGE Hydrogen Project (Wendy Veliz, PGE)
 - d. Request to Reduce Application and Renewable Energy Project Fees (Carla McLane, Carla McLane Consulting, LLC)
 - e. Amendment ~~1~~ 2 to Columbia River Enterprise Zone III Intergovernmental Agreement (Justin Nelson)
 - f. Funding Request, Plaque for Bartholomew Building Commemorating Judge Alba Bartholomew (Karen Wolff)
 - g. Independent Tourism Development Contractor Agreement (Tamra Mabbott, Planning Director)
 - h. Five-Year Road Plan (Eric Imes, Public Works Director)
 - i. Award Contract, Hot Mix Asphalt (Mike Haugen, Assistant Road Master)
 - j. Award Contract, Homestead Lane Paving Project (Mike Haugen)
 - k. Award Contract, Sheriff's Office Reroof Project (Tony Clement, General Maintenance Supervisor)
 - l. Health Officer Agreement, Dr. Rodney Schaffer; Intergovernmental Agreement with Morrow County Health District for Medical Malpractice/Liability Insurance for Dr. Schaffer (Robin Canaday, Public Health Department Director)
 - m. Update on Mormon Cricket Situation in Morrow County (Larry Lutcher, Plant & Soil Scientist, Oregon State University/Morrow County Extension)
6. **Department Reports**
 - a. Treasurer's Monthly Report (Jaylene Papineau)
 - b. Planning Department Monthly Report (Tamra Mabbott)
 - c. Administrator's Report (Roberta Vanderwall)
7. **Legislative Updates**
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session: Pursuant to ORS 192.660(2)(g)** – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and **Pursuant to ORS 192.660(2)(f)** – To consider information or records that are exempt by law from public inspection – (ORS 285C.620)

11. Public Hearing (ORS 285C.609(4)): Strategic Investment Program (SIP) Agreement with Amazon Data Services, Inc.

- a. Consideration of a SIP Agreement with Amazon Data Services, Inc.
- b. Accept public testimony concerning SIP Agreement
- c. Consideration of Resolution R-2023-4: Requesting Oregon Business Development Department Exempt Amazon Data Services, Inc. from Property Taxation Under the Strategic Investment Program

12. Signing of documents

13. 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 Lutchter at 541-676-5613.

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

Zoom Meeting Information

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

Password: 97836

Meeting ID: 541-676-2546

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

- 1-346-248-7799 or 1-669-900-6833

Zoom Specific Notes:

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

Morrow County Board of Commissioners Special Meeting Minutes
February 2, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Lutchter, Lindsay Grogan

Present Via Zoom

Call-In User

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

City & Citizen Comments: None

Open Agenda: No items

Chair Sykes read the Executive Session citation and announced the Board would resume the meeting at 1:30 p.m. with a potential action item and to take up one Business Item listed on the agenda.

Executive Session: Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

Closed Executive Session

1:30: Resumed Regular Meeting

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Lutchter, Lindsay Grogan

Present Via Zoom

Call-In User, John Bailey, Tamra Mabbott

Decision Item

Interim Administrator Position

Commissioner Wenholz moved to allow Human Resources to extend a conditional offer of employment as Interim County Administrator to Roberta Vanderwall at Step H on the pay scale for a temporary employee. Further, HR is authorized to offer short-term housing for up to four weeks for the temporary employee, or until such time as the temporary employee finds rental housing herself. Employment offer is contingent upon a successful pre-employment screening by HR. Chair Sykes seconded. Vote: Unanimous approval.

Business Item

Comment Letter, True Organic Products' Grant Application to the U.S. Department of Agriculture

Tamra Mabbott, Planning Director

Ms. Mabbott said she drafted the letter following the discussion at yesterday's BOC Meeting. She said the substance of the letter was the Board supported the \$5 million request for federal funding but it didn't include support for the zoning requirements. The letter made it clear that zoning permits would be required at that site, she said. Ms. Mabbott said she received a call

from True Organics' attorney, John Bailey, who conveyed his thanks to the County and approval of the verbiage of the letter.

Commissioner Wenholz moved to approve and sign the letter in support of True Organic Products, Inc.'s grant application to the U.S.D.A. Chair Sykes seconded. Vote: Unanimous approval.

Signing of Documents

Adjourned: 1:33 p.m.

Morrow County Board of Commissioners Meeting Minutes
February 15, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Vanderwall, Roberta Lucher, Justin Nelson, John Bowles, Aaron Moss, Sandi Pointer, Kristen Bowles, Ivy Adams, Lisa Pratt, Mike McNamee, Roy Drago, Corey Sweeney, Jordan Standley, Kevin Ince, Kevin Miracle, Mike Hughes, Ken Browne

Present Via Zoom

Gus Peterson, Lindsay Grogan, D. Orid, Ana Pineyro, Ana Maria Rodriguez, Theresa Crawford, SaBrina Bailey-Cave, Jaylene Papineau, Julie Baker, Erika Lasater, Shelby Gartside, Darcy Lynn, Patrick Collins, Robin Canaday, Yvonne Morter, Linda Skendzel, Benjamin Tucker, Kirsti Cason, Kelsey Crocker, Antonio Sierra, Karen Wolff, Eric Imes, Debbie Radie, Christy Kenny

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

City & Citizen Comments

Boardman resident, Kelly Doherty, speaking on behalf of Oregon Rural Action, “requested uploading of Zoom meetings with Spanish translation be officially put on the agenda for the next meeting for discussion and action. We’d also like to speak on the education and outreach position. Morrow County is responsible for the health of our community and we don’t think we want to wait for a grant fund from OHA (Oregon Health Authority). We think this position needs to be filled immediately. We’re lacking outreach. We’re lacking education. We don’t have any contacts. We really need to get the word out. We still have people that are still drinking the water and we still need to get the testing done on the filtration systems. It’s not being done and we really need to get that position up and running and I don’t think that we should wait for the grant funding. I think that Morrow County has enough funding to fill that position quite easily. Speaking as Kelly Doherty and not Oregon Rural Action, because Oregon Rural Action is a 501c and cannot endorse a candidate, so speaking on behalf of the 500 members that have signed the petition for safe rural water, community members, we would like to voice our support for Mike McNamee. He spoke out and believes that the #1 issue in Morrow County is the nitrate issue and we support that position, as well.”

Chair Sykes asked Ms. Doherty to put her request in an email to him so he knew exactly what she was asking and it would be considered.

Open Agenda: No items

Consent Calendar:

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

1. *Minutes: January 25th, February 1st & 8th*

Chair Sykes seconded. Vote: Unanimous approval.

Public Hearing: Solid Waste Rate Increase Request from Waste Connections, Zone 1; Order No. OR-2023-2

Sandi Pointer, Public Works

Kevin Miracle, Sanitary Disposal/Waste Connections

Chair Sykes opened the Public Hearing at 9:04 a.m. and called for abstentions, conflicts of interest or ex parte contact with an opponent or proponent.

Commissioner Wenholz said he was the Commissioner representative to the Solid Waste Advisory Committee (SWAC) and attended the meeting where this came before them. SWAC recommended the rate request be forwarded to the Board of Commissioners, he said.

Chair Sykes explained how to offer testimony and called for the Staff Report.

Ms. Pointer provided the Staff Report and noted Commissioner Wenholz abstained from voting at the SWAC Meeting.

Mr. Miracle said he last appeared before the Board with a rate increase in November 2022. The 5.5% increase was approved but Waste Connections had not had a year with Sanitary Disposal yet. Since then, “we’ve gotten our feet under us more,” he said. He went on to outline the reasons for the increase, such as the increases to the Consumer Price Index (CPI), personnel costs and equipment costs.

Chair Sykes said he would take Mr. Miracle’s comments as testimony from someone in favor of the rate increase request and asked if anyone else wished to speak in favor. He noted there was a letter in the Agenda Packet in favor of the request from the Public Works Director, Eric Imes, acting as the Solid Waste Administrator. Chair Sykes asked for anyone opposed to the increase to speak. Hearing none, he closed the Public Hearing at 9:13 a.m.

Commissioner Wenholz said based on what he heard and the prices going up for everybody, as well as the recommendation from the Solid Waste Administrator, he was prepared to make a motion.

Commissioner Wenholz moved to approve Order No. OR-2023-2: In the Matter of Rate Increase for Solid Waste Collection by Waste Connections of Oregon, Doing Business as Sanitary Disposal. Chair Sykes seconded. Vote: Unanimous approval.

Business Items

Deliberate and Appoint Candidate to Commissioner Position 1

Chair Sykes said the appointee would be sworn-in prior to the February 22nd BOC Meeting. He said all three candidates were solid citizens and good people, and that he based his decision on experience in government because he viewed that as important.

Chair Sykes move to appoint Roy Drago Jr., who has experience in governance from serving on the city council. Commissioner Wenholz seconded. Discussion: Commissioner Wenholz said that was part of what he was going to base his decision on – that Mr. Drago has been elected twice to the Boardman City Council, has experience serving and has familiarity with public meetings and everything that goes along with it, and will have the time to devote to it. Any one of

the three candidates would have made a good choice but, he said, he based his decision on experience serving in a similar type capacity. Vote: Unanimous approval.

Chair Sykes encouraged all six candidates who applied to consider running when the position is open in two years. If interested in serving, come back and try again at the ballot box, he said.

Discuss Potential Broadband Intergovernmental Agreement (IGA) for the Creation of the Morrow County Broadband Action Team (BAT) Improvement Consortium

Aaron Moss, Morrow County Broadband Action Team

Mr. Moss provided an update on recent activities of the Team and discussed the proposed IGA between the County and the Port of Morrow to formalize the structure of the BAT. The Commissioners agreed to hold a joint Work Session with the Port in the near future. Chair Sykes thanked Mr. Moss for his work that has positioned Morrow County very well for possible grant funds, among other things.

Miscellaneous

Chair Sykes said the following item should have been listed on next week's agenda as the intention was to have all three Commissioners at the table for the decision: Business Item f – Recommendations to Forward to the Budget Committee Regarding Position Reclassifications & New Employee Requests.

Potential Changes in Deployment Plan for Office/Microsoft 365

Kevin Ince, Finance Director

Jordan Standley, IT Director

Mr. Ince explained the County budgeted to acquire Microsoft 365 G1 licenses but he and Mr. Standley recommended upgrading to G3 licenses. The G3 license offered additional features, functionality and, most importantly, enhanced cyber-security. The cost per year for the G1 license for employees will be \$19,050 and the G3 will be \$55,680. About \$18,000-\$20,000 can be made up of the \$36,630 price difference by software and other programs that will no longer be necessary, said Mr. Ince. It was recently brought to light that the insurance carrier and other certifying agencies require more than a G1 license, according to Mr. Standley.

Commissioner Wenholz moved to proceed with the G3 licenses versus the G1 licenses. Chair Sykes seconded. Vote: Unanimous approval.

Budget Committee Appointment Request

The Commissioners expressed their preference to consider this appointment after the third Commissioner takes office.

Commissioner Wenholz moved to continue this to the February 22nd BOC Meeting. Chair Sykes seconded. Vote: Unanimous approval.

Appointment Request – Morrow County Public Transit Advisory Committee

Commissioner Wenholz moved to reappoint Stephanie Case to the Morrow County Public Transit Advisory Committee; term to be February 8, 2023 to February 8, 2026. Chair Sykes seconded. Vote: Unanimous approval.

Recommendations to Forward to the Budget Committee Regarding Position Reclassifications & New Employee Requests

Commissioner Wenholz moved to schedule the recommendations to forward to the Budget Committee Regarding Position Reclassifications & New Employee Requests to the February 22nd BOC Meeting. Chair Sykes seconded. Vote: Unanimous approval.

Commissioner Wenholz stressed the reason for doing this was to have the third Commissioner involved.

Department Reports

- The Weed Department Quarterly Report was provided by Corey Sweeney, Weed Coordinator/Inspector

Correspondence: None

Commissioner Reports

- Brief reports of activity were provided

Signing of Documents

Adjourned: 10:05 a.m.

Morrow County Board of Commissioners Meeting Minutes
February 22, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Roy Drago Jr., Commissioner Jeff Wenholtz, Roberta Vanderwall, Roberta Lutchter, Justin Nelson, Kevin Ince, Tamra Mabbott, Jaylene Papineau, Bobbi Childers, Lindsay Grogan, 32 non-staff participants

Present Via Zoom

SaBrina Bailey-Cave, Robin Canaday, Linda Skendzel, Christy Kenny, Deona Siex, Derek Gunderson, Heidi Turrell, Kelsey Crocker, Kirsti Cason, Sandi Pointer, Mike Gorman, Yvonne Morter, Kevin Ince, 60 non-staff participants

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

Swearing-In of Roy Drago Jr.

Mr. Drago was sworn-in as Commissioner (Position 1) by Clerk, Bobbi Childers. He takes on the remainder of Jim Doherty's term, which ends January 6, 2025.

City & Citizen Comments

Mike Brandt, Zooming in from a conference room in Boardman, arranged by Oregon Rural Action (ORA), said he had a water problem and asked when there would be a person in Public Health working on the nitrate issues. Chair Sykes asked Mr. Brandt what position he meant. He replied, the #75 but added he was unclear on that. Public Health Director, Robin Canaday, said it was on the agenda today. After that, it will be sent to the Oregon Health Authority (OHA) for signatures, but she anticipated that position would start within the next week. Mr. Brandt said that only partially answered his question because he also wanted to know what the focus of the job will be. Ms. Canaday explained the person will be doing outreach and education and would be working on the nitrate issue.

Linda Skendzel, Veterans Services Officer, talked about the point-in-time count held in January for eastern Oregon counties, including Morrow, for sheltered and unsheltered veterans.

Jim Landruth, also from the conference room in Boardman, said their concern was if the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee was going to be looking at the problems caused by nitrates in the area. Chair Sykes said the Board would be appointing a Commissioner to that committee today and suggested Mr. Landruth attend their meeting to get a feel for their agenda because it was separate from the Board of Commissioners.

Ethan Akers, Zooming from the same conference room, said today's agenda included an item for requests for Congressionally Directed Spending and asked that the Board put safe drinking at the top of the list. Chair Sykes said this was a complex issue that involved the whole LUBGWMA area, not just Morrow County, and the state need to be involved, as well. We have a federal grant and Planning Director Tamra Mabbott was working on how to develop a long-term plan to address the issues, moving forward, he added.

Zaira Sanchez, Director of Community Organizing, ORA, thanked the Board for continuing to hear their concerns.

Open Agenda: No items

Consent Calendar

Commissioner Wenzholz removed the OHA Intergovernmental Agreement (IGA) to Business Items.

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

- 1. Independent Contractor Agreement with Wolfe Consulting, LLC; assistance with budgeting, budget software, accounting and reporting and other finance services as required; \$215 per hour, not-to-exceed \$25,000; effective January 1, 2023 and will terminate December 31, 2023 unless terminated or contractor completes the services required*

Commissioner Drago seconded. Vote: Unanimous approval.

Business Items

Tenth Amendment to OHA IGA #169524 for the Financing of Public Health Services, Program Element 75

Commissioner Wenzholz asked Finance Director, Kevin Ince, if the County was in receipt of the funds for Program Element 75 or whether it was paid on a reimbursement basis. Mr. Ince said it was reimbursement and a specific appropriation for this amount wasn't made because the Public Health Department budget had a significant underspend, year-to-date. The County can absorb the expenditure, so a budget adjustment request was not brought to the Board, he said.

Commissioner Wenzholz moved to approve the Tenth Amendment to OHA IGA #169524, Public Health Services, Program Element 75; and authorize Chair Sykes to sign on behalf of the County. Commissioner Drago seconded. Vote: Unanimous approval.

Discussion – Request to Repeal Ordinance MC-C-4-98: In the Matter of Regulating Ambulance Service Providers

The Board listened to Boardman Fire Rescue District Chief, Mike Hughes' reasoning as to why the 1998 ordinance should be repealed. Chief Hughes provided a brief overview of Oregon's statutes and rules that assure ambulance services are provided. He said it appeared Morrow County crafted an Ambulance Service Area Plan (ASA) in 1993 that was approved by OHA, as required by the ordinance and rules. Every five years, OHA must receive an ASA plan from the County. Once a plan, usually submitted in draft form, has gone through the process with OHA, it comes back to the county to be adopted into an ordinance every five years, which is very clear in Oregon Revised Statutes (ORS). In 1998, that plan was not submitted to OHA for approval, as documented in a February 1, 2021 email Morrow County received from OHA requesting an ASA because they hadn't received one since 1993. Therefore, the process has been missed through the laws for over 24 years. Since this 1998 ordinance didn't follow a process, it could be argued it's invalid. He said his recommendations would be to repeal the ordinance and if that happened, temporarily assign an administrator, such as the Public Health Department or County Emergency Manager and let them research and come back to the Board with a permanent

solution. Chief Hughes' further recommendation was to have Elizabeth Heckathorn, who was hired by the County to mediate this issue, rewrite a new ASA plan. He provided details on the response models that should go into a new ASA plan. Chief Hughes said if the ordinance was repealed, nothing would change with ambulance services since Morrow County Health District was the only licensed operator in the County.

Emily Roberts, Morrow County Health District, Chief Executive Officer, said she did not agree the County was out of compliance and neither did OHA. She said she provided a letter in the Agenda Packet from OHA that the County was in compliance and OHA had approved the plan. Ms. Heckathorn confirmed that in the public portion of the pre-mediation meeting, she stated. Ms. Roberts said not every county has ASA plans as an ordinance, Morrow County's is, and it's up to the County to determine whether or not it should be...but the County does have to adopt it. She talked about the 10-member EMS (Emergency Medical Services) Committee required by the plan that makes recommendations to the Health District. Ms. Roberts discussed the location of the Health District's ambulances in the County and cited various statistics.

Commissioner Wenholz said he viewed it as the County submitted a draft to OHA. OHA redlined it and returned it but the Board never had a chance to review it and formally adopt it. He said from his perspective, the County has never accepted the changes required by OHA.

Ms. Roberts said that was a valid point, and they did bring that forward to the BOC a few times that it could be readopted or reopened. However, because OHA adopted the plan, they legally consider that to be the County's plan so the County would have to go back to OHA and reopen it, if the County chose to. In the absence of that plan being considered effective, the law says it reverts to the previous plan, which is largely the same except it doesn't have the definitions updated and the items OHA wanted to see, she said.

Chair Sykes said for transparency, the Health District does do business with a business with which he's associated, Sykes Publishing. He said he called the Oregon Government Ethics Commission yesterday and was told he did not have to recuse himself because there was no direct monetary detriment or benefit, either way, on any decision about this. The Ethics Commission representative suggested he announce it for transparency and to be upfront, said Chair Sykes.

Chair Sykes then asked Justin Nelson, County Counsel, for an analysis of what was just presented.

Mr. Nelson said when he saw this on the agenda he was surprised because the idea of repealing the ordinance had not come up before. While the ASA plan has been talked about a lot, he said, that aspect has not been looked into. Mr. Nelson asked for more time to come back with an analysis. After discussion, the Board agreed to reschedule Mr. Nelson's analysis of the effects of repealing the ordinance to March 15th.

Commissioner Wenholz moved to grant County Counsel, Justin Nelson, time to research Ordinance MC-C-4-98 and the effects of repealing and replacing it. Commissioner Drago seconded. Vote: Unanimous approval.

Recommendations to Forward to Budget Committee Regarding Position Reclassification & New Employee Requests

Lindsay Grogan, Human Resources Director

Ms. Grogan provided a recap of the requests made at the February 8th BOC Meeting. Her revised total fiscal impact for 14 positions (including new, reclassified and promotions) was \$902,816.

Commissioner Drago said he had some questions concerning the three new Patrol Deputy positions in the Sheriff's Office and wanted to see call-sheets that showed an increase in calls over the last 10 years.

Commissioner Wenholz suggested the Board tentatively approve the requests going forward to the Budget Committee, and in the interim, the Sheriff's Office could meet with Commissioner Drago and that information could come to the Budget Committee, as well.

Commissioner Wenholz moved to adopt what was before the Board for Reclassification and Full-Time Equivalent (FTE) requests to forward to the Budget Committee. Commissioner Drago seconded. Vote: Unanimous approval.

Results of Public Health Department's Triennial Fiscal Review Findings and Plan for Corrective Actions

Robin Canaday, Public Health Director

Kevin Ince, Finance Director

Mr. Ince said the review of the Public Health Department covered fiscal years ending 2019 to 2022. The Agenda Packet included two documents from OHA: Fiscal Review Tool, which was a list of topics, areas, or specific questions reviewed for specific compliance, he said. The County had a number of items deemed "out of compliance" that were all related to financial accounting practices. The second document, Triennial Review Report, incorporated the action plan and timing of its implementation. Mr. Ince then went into the Findings and Corrective Action Plan in greater depth.

Commissioner Wenholz said he assumed the policies Mr. Ince would be developing for Public Health would also apply for the County, as a whole. Mr. Ince agreed and said he'd be bringing forward practices and policies in the next three months to ensure the County was in compliance, particularly as a recipient of federal funds.

Second Reading, Ordinance ORD-2023-1, Adding Ella Pit Site to Goal 5 Inventory

Tamra Mabbott, Planning Director

Commissioner Weholz stated he was on the Planning Commission when that body recommended this be forwarded to the Board of Commissioners and it could be viewed as ex parte contact.

Mr. Nelson provided the Second Reading by title: "Ordinance No. ORD-2023-1: An Ordinance Amending the Morrow County Comprehensive Plan to Add a Significant Aggregate Site to the Goal 5 Inventory."

Commissioner Wenholz moved to approve Ordinance No. ORD-2023-1 and finalize the land use actions, Comprehensive Plan amendment, Zoning Map amendment and Conditional Use Permit CUP-N-357-22. Commissioner Drago seconded. Vote: Unanimous approval.

Appoint Commissioner & Alternate to the Lower Umatilla Basin Groundwater Management Area Committee

Tamra Mabbott, Planning Director

Ms. Mabbott said she has been serving as the representative in the interim. She said last fall, the Department of Environmental Quality (DEQ) did a “reset of the LUBGWMA” as the committee had been acting more informally than intended and by statute. She said she confirmed at the last committee meeting that the County’s appointees will also be appointed by DEQ. She added she would continue to be available and be technical support staff for the work of the committee.

Commissioner Wenholz moved to appoint Commissioner Drago as the primary representative to the LUBGWMA. Discussion then took place on schedule availability, the requirement to notice LUBGWMA meetings if two Commissioners attended and the advantages of Ms. Mabbott’s continued involvement. Commissioner Wenholz said his motion was for Commissioner Drago to be the primary representative and Ms. Mabbott to be the alternate. Chair Sykes seconded. Vote: Unanimous approval.

Break: 10:34-10:39 a.m.

Budget Committee Appointment Request

Kevin Ince, Finance Director

Mr. Ince requested the Board appoint one of two applicants for the remainder of the term formerly held by Commissioner Wenholz. Discussion.

Commissioner Drago moved to appoint Gibb Evans to the Budget Committee; term ending June 30, 2023. Commissioner Wenholz seconded. Vote: Unanimous approval.

Morrow County Public Transit Advisory Committee Appointment Request

Benjamin Tucker, Transit Manager

Mr. Tucker requested two appointments – Jamie Stewart as Alternate for the Port of Morrow Employer/Employee position, and Anne Morter to the position representing Ione.

Commissioner Wenholz moved to appoint Anne Morter and Jamie Stewart to the Morrow County Public Transit Advisory Committee; terms to be February 22, 2023 to February 22, 2026. Commissioner Drago seconded. Vote: Unanimous approval.

Upcoming Meeting Schedule

Chair Sykes said the Circuit Court approached the BOC Office with a request to use the Upper Conference Room for jury selection on March 1st, the same date as a BOC Meeting. He said the decision was made to accommodate the request but it meant rearranging the meeting locations for March only. The March 1st BOC Meeting will be held in Irrigon and the March 15th meeting will take place in Heppner. Commissioners Wenholz and Drago agreed with the changes.

Review BOC Committee & Board Assignments

The Commissioners agreed on new assignments, primarily for Commissioner Drago.

Requests for BOC Input on Congressionally Directed Spending (CDS) Grant Projects by Departments

Tamra Mabbott, Planning Director

Robin Canaday, Public Health Director

Kathleen Cathey, Field Representative, Senator Ron Wyden

Nick Ducote, Grant Writing Consultant

Ms. Mabbott said the current round of requests for CDS funds (submitted to the offices of Senator Ron Wyden and Senator Jeff Merkley) needed policy guidance from the Board as multiple departments had ideas for projects. She said the Port of Morrow Executive Director, Lisa Mittelsdorf, planned to submit five requests but she preferred the County take one over and submit it. Ms. Mabbott said it was related to clusters of housing that need water systems and what that next level would be if it received funding.

Ms. Cathey explained Sen. Wyden is the Chair of the Finance Committee, while Sen. Merkley is Chair of the Appropriations Committee. She said she and Jessica Keys, eastern Oregon Field Representative for Sen. Merkley, have coordinated to provide guidance to constituents on the funding opportunity. She talked about the submittal process and suggested a variety of requests be submitted.

Mr. Ducote said he was currently working on a request for funding for a transit facility for The Loop/Morrow County Public Transit. When applications are submitted, he said, they require a priority number. What will the priority ranking number be for each request, he asked? Mr. Ducote also discussed the currently unknown amount of matching funds that will be required for the transit facility grant.

Discussion continued. The Commissioners agreed with Ms. Mabbott's and Ms. Mittelsdorf's ideas. Ms. Mabbott's request was for engineering and capacity costs to extend city water in areas of Morrow County. Commissioner Wenzholz said if these become annual opportunities, Department Directors should prepare the requests in December. Ms. Cathey went on to suggest the Board consider holding a retreat to discuss its visions and goals for the County.

Commissioner Drago said he felt staff now knew the Board's priorities but he asked that the Board be informed of the results at the March 1st meeting.

Department Reports

- The written Road Department Monthly Report was reviewed, as submitted by Mike Haugen, Assistant Road Master

Correspondence: None

Commissioner Reports: Brief reports were provided

Signing of Documents and Adjournment: 12:00 p.m.

Morrow County Board of Commissioners Meeting Minutes
Wednesday, March 1, 2023
Morrow County Government Center
Irrigon, Oregon

Present In-Person

Chair David Sykes, Commissioner Roy Drago Jr., Commissioner Jeff Wenzholz, Roberta Vanderwall, Roberta Lutzer, Kevin Ince, Justin Nelson, Lindsay Grogan, Benjamin Tucker, Tamra Mabbott

Present Via Zoom

Linda Skendzel, SaBrina Bailey-Cave, Jaylene Papineau, Paul Gray, Robin Canaday, Jennifer Jenck, S. Baker, 27 non-staff participants

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

Chair Sykes said the Board's new schedule of two meetings per month started today. The schedule will be meetings on the first Wednesday in Heppner and the third Wednesday in Irrigon. However, the locations were switched for this month to accommodate a request from the Circuit Court to use the Bartholomew Building Upper Conference Room today.

City & Citizen Comments:

Kaleb Lay, Community Organizer, Oregon Rural Action, said they had questions about the Congressionally Directed Spending item on the agenda. Should those questions be asked now or when the Board gets to that item, he asked. Chair Sykes said to hold them until that point in the agenda. He added the Board does not normally take public comment outside the City & Citizen Comment portion of the agenda. He added, in the future, if Mr. Lay sees an agenda item and has questions, please make arrangements ahead of time instead of using the public comment section to discuss items listed on the agenda. Chair Sykes said he would make an exception today and allow Mr. Lay to ask questions at that point in the agenda.

Open Agenda: No items

Consent Calendar

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

1. *2023 Oregon Department of Agriculture, Wolf Compensation & Financial Assistance Grant Program Application; and authorize Chair Sykes to sign on behalf of the County*
- Commissioner Wenzholz seconded. Vote: Unanimous approval.*

Business Items

Review Wage/Compensation Analysis by JB Reward Systems

Lindsay Grogan, Human Resources Director

Vance Jacobson, Managing Consultant, JB Reward Systems

Mr. Jacobson was contracted to conduct a review of the County. His report to the Board included a PowerPoint presentation on the following topics: Competitive Assessment; Internal Alignment Assessment; Reconstruction of Salary Ranges; Pay Equity Analysis; and Updated Decision Support for Salary Administration.

Mr. Jacobson said he found:

- Salary ranges for all employee groups were in the 40th percentile, which means 60% of the market pays higher wages than the County
- Salary ranges need to be wider from low to high and they should enable 8-12 years of growth

He went on to expand upon his findings and provide more detailed recommendations. The Commissioners then undertook a lengthy question and answer session with Mr. Jacobson. They learned the budget impact would be approximately \$750,000. Finance Director, Kevin Ince, said, in his opinion, the budget can afford this, if this is where the Board chooses to put its strategic priority and emphasis. The County is lacking clear strategic prioritization, he said, adding he was not being critical. If this is done from a pay equity perspective and making sure we can retain, attract and fill vacant positions, and if this is an identified need and strategic priority, this is perfectly reasonable and can be accommodated in the budget, he said. Later in the discussion, he said the action today could be to approve the plan for purposes of planning and the budget, with the ultimate approval to come in the future.

Commissioner Wenzholz moved to direct staff to move forward with the plan here, with the top range of up-to-the-60th-percentile for the budget, effective July 1, 2023. Commissioner Drago seconded. Vote: Unanimous approval.

Letter of Support, Port of Morrow Congressionally Directed Spending (CDS) Grant Applications
Lisa Mittelsdorf, Executive Director, Port of Morrow

Ms. Mittelsdorf reviewed the four projects the Port will submit for CDS funding.

Commissioner Wenzholz moved to approve and sign the letter in support of the Port of Morrow's requests for CDS funding. Commissioner Drago seconded. Vote: Unanimous approval.

Federal Transit Administration (FTA) 5339 Grant Application for Buses and Bus Facilities

Benjamin Tucker, Transit Manager, The Loop/Morrow County Transit

Mr. Tucker explained he and contracted grant writer, Nick Ducote, worked on the application and just learned it will need to include a zero emission plan for vehicles. Mr. Ducote said that conversation hasn't started at the County level but a basic plan of intent to transition could be drafted before the March 10th deadline. He also said there was a prior discussion with the Board about the required matching funds and he confirmed it was 10%, not 20%. Discussion took place about the feasibility of an electric vehicle fleet with the long distances travelled in the County. It was agreed further analysis will be needed.

Commissioner Wenzholz moved to move forward with the application as-is, with an addendum to address the no emission vehicle transition; and authorize Chair Sykes to sign on behalf of the County. Commissioner Drago seconded. Vote: Unanimous approval.

City of Boardman Pedestrian Path Project, Access Easement Request

Benjamin Tucker, Transit Manager, The Loop/Morrow County Transit

At the January 18th BOC Meeting, the Commissioners asked Mr. Tucker to report back regarding the differing sidewalk plans by the City and the County at the County's proposed transit facility location. Mr. Tucker said he met with the City of Boardman on February 17th and a new plan

beneficial to both parties was agreed upon. He then reviewed the City of Boardman's request for an Access Easement.

Commissioner Wenzholz moved to approve the City of Boardman Access Agreement to allow sidewalk construction on lots 300 and 400 on Columbia Avenue; and authorize Chair Sykes to sign on behalf of the County. Commissioner Drago seconded. Vote: Unanimous approval.

Break: 10:50-10:55 a.m.

Audit Services Request for Proposals (RFP)

Kevin Ince, Finance Director

Mr. Ince recommended, as a best practice, to post an RFP for audit services since the County has been with current auditors since the mid-1990s.

Commissioner Drago moved to authorize Kevin Ince, Finance Director, to proceed with issuing the RFP for Audit Services. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Review County Submissions for Congressionally Directed Spending (CDS) Grant Funds

Tamra Mabbott, Planning Director

Ms. Mabbott requested permission to move forward with her CDS application. She said it had support from the Cities of Irrigon and Boardman and would be the next phase of addressing the nitrate issue that looked at opportunities to extend city water systems. Mr. Ducote added it would take the County from the testing, surveying and study phase to starting some solutions. In order to evaluate alternatives, he said, design work would need to take place. Ms. Mabbott said the new application included some test well work, if it's not covered in the current round (\$1.7 million anticipated for both Morrow and Umatilla Counties).

Ethan Akers, Boardman resident Zooming in from a conference room in Boardman arranged by Oregon Rural Action, asked about the \$1.7 million: How many wells would be tested and what information would be collected?

Staff clarified the funds have not been awarded to the two Counties yet because this CDS grant requires a separate application process through the Environmental Protection Agency (EPA). That process can take quite some time, according to Mr. Ducote.

Regarding the 2023 funds, Mr. Lay asked, "What questions we're trying to answer regarding the testing that you're looking for, how do you envision that?"

Contracted water consultant, Ronan Igloria, with GSI Water Solutions, said it would be a broader testing process building off the work already collected from the previous funding request. This new application focuses on the anticipated outcome from the previous request – identify well clusters or areas within the Lower Umatilla Basin Groundwater Management Area that could viably be served by extending or connecting to existing public systems. Once that's been delineated or identified, it's going back and having a budget and do confirmation or follow-up sampling within those areas and potentially putting some test wells that go deeper to collect additional information as we move into the final planning and initial design concept phase.

Mr. Lay then asked what alternative options were being considered for people not eligible for city hook-ups?

Chair Sykes said since it was so early in the process, that question was impossible to answer. "You don't know, what you don't know," he said. That's why Morrow County committed funds for a water engineer and the CDS money. There are different solutions in different areas. As the process moves forward, that question will be answered. That's the purpose of everything we're doing right now. Ms. Mabbott and her people can't answer these things until they have a clear picture on where to move next, he stated.

Commissioner Drago moved to accept the proposal going forward with the EPA and the CDS, and to sign the letter of support to Senators Wyden and Merkley. Commissioner Wenholz seconded. Vote: Unanimous approval.

Neighborhood Approach for Code Compliance

Tamra Mabbott, Planning Director

Stephanie Case, Planner II

Katie Keely, Compliance Planner

Ms. Mabbott said the Planning Department would like to launch a "Neighborhood Approach to Code Compliance" philosophy, particularly for three neighborhoods with code and solid waste violations. Those neighborhoods are the West Glen Subdivision, Wagon Wheel Subdivision and the Gun Club Area. The new approach involves sending letters to all the residents in the neighborhood so they know they are all subject to the same rules. There may be some abatement funds available and Ms. Mabbott said she wanted to gauge the Board's support for using those funds. After hearing presentations from Ms. Case and Ms. Keely, the Commissioners encouraged them to pursue this approach and report back. They also asked staff to work with Mr. Ince to determine whether or not there were restrictions on the use of abatement funds.

Review Compensation Board Recommendations

Lindsay Grogan, Human Resources Director

Ms. Grogan provided a summary of the Compensation Board's recommendations:

- 10% increase for all Elected Officials (Assessor, Clerk, Commissioners, Justice of the Peace, Sheriff, Treasurer) with the exception of the Commissioners
- Increase the Commissioner position to \$79,000
- 5% Cost of Living Adjustment (COLA) for all Elected Officials

Discussion. Ms. Grogan said she had a rough estimate of the total fiscal impact of the recommendations but hadn't had time to include it in the Agenda Packet: \$196,000 for one year.

Commissioner Wenholz moved for a 10% increase for all Elected Officials and to follow the past history of a 2.5% COLA. Commissioner Drago seconded. Vote: Unanimous approval.

Ms. Grogan asked if the Board wanted to elaborate on the stipend for the District Attorney. She said she wanted to bring this to the BOC because there wasn't an area for it to be brought forward. The current stipend is \$11,000, she said.

Mr. Nelson talked about the reasoning behind counties paying D.A stipends, whose salaries are paid by the state. He then requested the same increase just approved for the other Elected Officials.

Commissioner Drago moved to consider the D.A. stipend being eligible for an increase of 10% and a 2.5% COLA. Commissioner Wenzholz seconded. Vote: Unanimous approval.

New Circuit Court Building Update

Chair Sykes

Chair Sykes said this has been an ongoing project for a few years. He said he's taken the project on and has been working Judge Daniel Hill, Heppner Mayor, Corey Sweeney, and others to get the project culminated. It is coming to a head soon with the current legislature and he, Judge Hill and Mr. Nelson planned to testify in Salem. Chair Sykes said DLR Group conducted a feasibility study of the Courthouse and understand the legislative process in Salem. He asked permission to have DLR Group provide an analysis on the building sites in Heppner under consideration, up to \$10,000. He also asked the Board to sign the letter to the Public Safety Subcommittee of the Ways and Means Committee.

Mr. Ince commented the County had over 90% of the required matching portion held in reserve and, as a caveat, he had to assume it would roll forward into the next budget year.

Commissioner Drago moved to approve expending up to \$10,000 for DLR Group to provide an analysis of potential building sites for a new Circuit Court Building in Heppner; and to approve and sign the letter drafted by Chair Sykes. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Department Reports

- The Public Safety Coordinating Council Quarterly Written Report, submitted by Jessica Rose, was reviewed.
- The Sheriff's Office Written Monthly Report, submitted by Administrative Lieutenant Melissa Camarillo, was reviewed.
- The Accounts Payable Report was provided by Mr. Ince. He asked to move the report to the third Wednesday of each month to capture activity for the entire month; the Board agreed by consensus.

Correspondence: None

Commissioner Reports: Brief reports provided

Signing of Documents

Adjourned: 12:30 p.m.

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

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

Due to service reliability issues with US Cellular, we will be moving to Verizon Wireless as the cellular phone and service provider for the Sheriff's Office cellular phones.

This change will result in the replacement of all cellular phone for the sheriff office and the acceptance of a two year service contract with Verizon Wireless.

This procurement is being conducted in compliance with ORS 279A.215 'Permissive cooperative agreements'. As such it is exempted from the competitive procurement process.

This changeover is being prioritized in the interests of public safety and ensuring our Sheriff Office employees have the best cellular coverage possible. It is possible that other departments will be transferred to Verizon Wireless in the future as well, but, this would be a larger project that would require central administration and due resource constraints, it will be considered at a later date.

Due to the total cost of this agreement over its two year life, it does required approval of the Board of Commissioners under our current procurement and delegation of authority policy.

2. FISCAL IMPACT:

There is no incremental fiscal impact. The monthly service fees for Verizon Wireless are the same as the current provider's fees. In addition, the new replacement devices will be provided by Verizon Wireless for free (with the acceptance of a two year service agreement). Verizon Wireless is also provide a \$100 credit per line for each number transfered; this will equate to a \$3,400 credit based on the 34 phone lines the Sheriff Office Currently has.

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

Authorize the Sheriff Office and/or Finance Director to accept the service agreement with Verizon Wireless and proceed with the conversion from US Cellular to Verizon Wireless.

Attach additional background documentation as needed.

Hi KEVIN INCE,

MORROW COUNTY DISTRICT ATTORNE, PO BOX 664, HEPNER, OR 97836-0664.

Let us help you do business. Please review your quote here, if you have any questions to get clarified feel free to connect with your Verizon sales executive.

michael.frattallone | | michael.frattallone@verizonwireless.com

This quotation is based on the terms and conditions of the NASPO Value Point (NVLPT) #MA152-1 Contract (f/k/a WSCA) ("the Agreement"). The NVLPT Agreement, Addenda and Attachments can be found on www.naspovaluepoint.org site for your review.

Quote ID	Created on	Expires on
39013909-Q-12570151	03/06/2023	05/04/2023

Quote summary

All amounts in below summary without taxes or accessory cost over 24 months

Number of lines	Avg Cost/Line per month	Total cost per month
34	\$39.99	\$1,359.66

Quote overview

With applicable discounts

Plans & features
(Due monthly)

\$1,359.66

Quote details

Plans & features

4G Custom Unlimited for Public Safety with Email & Data and MBP - \$39.99/month

Qty: 34 x \$39.99 \$1,359.66

Added features:

• Decline Device Protection

Qty: 34 x \$0.00 \$0.00

Due monthly (Subsidy - 2 year) \$1,359.66

Total due monthly for plans & features \$1,359.66

*Decline equipment protection: Verizon will not be protecting your device. In the event of lost, theft, damage or post warranty defects, the cost to replace each device could be in excess of \$1000. The cost to repair your smartphone's cracked screen maybe be in excess of \$100 per repair.

Devices & accessories

Apple iPhone 13 128GB in Midnight - MLA23LL/A

Retail price \$699.99

Promotion(s) applied:

• QTR B2B Free iPhone 13 For PS (\$249.99 Off) SLED New 2YR1YR Instant Discount \$19.99 PP or Higher - Bic Yes. Valid through 03/31/2023 -\$249.99

• QTR B2B 100 OFF 4G 5G SMT PORT IN BIC VIA ONE-TIME LUMP SUM CREDIT FED SLED 2YR1YR - \$34.99 PP OR HIGHER. BIC Yes. Valid through 03/31/2023

• Corporate Discount -\$450.00

Net price (2 yr contract) \$0.00

Due today

Qty: 34 x \$0.00 \$0.00

One time \$100.00 credit applied within 3 bill cycles

Qty: 34 x \$100.00 \$3,400.00

Total due today for device(s) \$0.00

Total charges by account

Account	Due monthly	Due today
442299039-3	\$1,359.66	\$0.00

Sales tax

OR state sales tax 0.00

OR local sales tax 0.00

Total due today with tax 0.00

Device Payment Tax 0.00

Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See Verizonwireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.

Important customer information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase, device tax due at the time of purchase and are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Activation/upgrade fee/line up to \$40; restocking fee per device up to \$50. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and Verizon Wireless surcharges/line (including 32.6% Fed. Univ. Svc., \$1.95 Administrative and \$0.21 Regulatory Charges).

PURSUANT TO THE TERMS AND CONDITIONS OF THE OREGON PARTICIPATING ADDENDUM (PA) TO THE NASPO VALUEPOINT MASTER AGREEMENT MA#152, PURCHASES UNDER THE PA ON CRU ACCOUNTS (AS DEFINED IN THE MASTER AGREEMENT) ARE ASSESSED AN OREGON ADMINISTRATIVE FEE (VCAF) OF 2%.

Legal Disclaimer

Prices referenced in this document are for estimating purposes only. Actual prices will be based on equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Service plans, features and offers are subject to terms and conditions. Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See VerizonWireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. *Additional charges, taxes, fees, and surcharges apply. Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.

Why Verizon

The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world¹, with ultra-low lag and Massive capacity.²

Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.³

Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

¹ Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020 © 2020 Opensignal Limited.

² 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

³ Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003-2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.

Verizon Wireless Price Sheet Category 1: Wireless Voice and Data 22% Discount Offer

NASPO ValuePoint (NVLPT) Contract for Services #: MA152, Solicitation #: CJ18012, Vendor#: 94253A

Definitions:

1. **Bring Your Own Device (BYOD) Equipment:** Any device that a customer purchases from a third party or Verizon at full retail price, without subsidies, credits or other discounts.
2. **Bring Your Own Device (BOYD) Plans:** Verizon Wireless voice, data, or M2M plans under this agreement that are available for any device that a customer purchases from a third party or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.
3. **Customer:** A Purchasing Entity as defined under the Agreement
4. **Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.
5. **Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.
6. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
7. **Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.
8. **Machine to Machine Service (M2M Service):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
9. **M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.
10. **Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.
11. **Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
12. **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Term of Lines (Line Term): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

M2M Management Center (ThingSpace Manage): The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

Access Discount: Government Subscribers are eligible for a 22% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Subsidized Equipment: Subsidized equipment (Equipment) purchased under MA152 is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, at any time during the first 24 months after the Equipment is activated, moves the Equipment to a Lesser Price Plan or disconnects the Equipment from the network, the Customer shall pay an Offer Recovery Fee (as defined below). A Lesser Price Plan is; a) for smart phones, any plan that is less than \$19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than \$19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than \$14.99 per month after any applicable discounts.

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.

Custom NVLPT Voice and Data Plans

5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector*

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$45.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)¹	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Service Rate Plan #	53974

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. These price plans are restricted to the Verizon Wireless 5G Ultra Wideband @ network and 4G network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. Verizon's 4G LTE network is a separate network from Verizon's 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible. ¹Speeds represent the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds. This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to Verizon's 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

Custom Business Plans for Basic and Smartphones Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones	Smartphones	
Monthly Access Fee with Business Email Before Discount	\$25.00 (94664/94578)	\$58.44 (31585/31582)	\$64.94 (31587)
Monthly Access Fee with Business Email After Discount	\$25.00	\$45.58	\$50.65*
Data Allowance	100 MB (Shared)	4 GB (Shared)	Unlimited
Data Overage Rate	\$10.00 per GB		N/A
Mobile Hotspot	N/A	Included ¹	
Monthly Anytime Minutes	Unlimited		
Domestic and International Messaging Allowance ²	Unlimited		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to these plans while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Custom Business Plans for Basic and Smartphones - BYOD** Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

	Smartphones	
Monthly Access Fee with Business Email Before Discount	\$38.96 (31583/31586)	\$45.45 (31588)
Monthly Access Fee with Business Email After Discount	\$30.38	\$35.45*
Data Allowance	4 GB (Shared)	Unlimited
Data Overage Rate	\$10.00 per GB	N/A
Mobile Hotspot	Included ¹	
Monthly Anytime Minutes	Unlimited	
Domestic and International Messaging Allowance ²	Unlimited	

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to these plans while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.

**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

**Custom Business Plan for Smartphones and 300 Voice Mins
Government Subscribers Only**

This plan reflect the monthly access fee discount. No additional discounts apply.

Monthly Access Fee with Business Email Before Discount	\$51.95 (31589/31590)
Monthly Access Fee with Business Email After Discount	\$40.52
Data Allowance	Unlimited*
Mobile Hotspot	Included ¹
Monthly Anytime Minutes Shared	300
Per Min Rate After Allowance	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic and International Messaging Allowance ²	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Voice Account Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Voice Profile Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing across multiple accounts on the same profile/Company ID will be applied proportionally to all lines with overages.

Custom 4G Business TravelPass Feature¹

Government Subscribers Only

Rates are not eligible for discounts.

Canada and Mexico Daily Rate ²	\$2.00
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates

Notes: ¹This feature requires a 4G LTE GSM/UMTS global-capable device. ²The daily rate covers a 24-hour time period. ³For eligible countries, ⁴non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plans: Custom Business Plans for Basic and Smartphones – Subsidized, Custom Business Plans for Basic and Smartphones -BYOD**

Custom NVLPT Data Plans

Custom Business Plans for Data Devices Government Subscribers Only			
These plans reflect the monthly access fee discount. No additional discounts apply.			
	Tablets, Notebooks, Jetpacks, USBs, MiFi's and Air cards		
Monthly Access Fee Before Discount	\$10.00 (31598/37343)	\$38.96 (31591/31600)	\$39.99 (98715)
Monthly Access Fee After Discount	\$10.00	\$30.39	\$39.99
Shared Data Allowance	150KB (Shared)	4 GB (Shared)	Unlimited*
Data Overage Rate	\$10.00 per GB		N/A
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G data devices, such as USBs, tablets, notebooks, jetpacks, etc., as indicated above, except that existing lines on 3G data devices may change to these plans while 3G service is available.</p> <p>*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.</p> <p>Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.</p>			

Custom Business Plans for Data Devices – BYOD**			
Government Subscribers Only			
These plans reflect the monthly access fee discount. No additional discounts apply.			
	Tablets, Notebooks, Jetpacks, USBs, MiFi's and Air cards		
Monthly Access Fee Before Discount	\$1.00 (31599/37347)	\$25.00 (31592/31601)	\$45.44 (31597)
Monthly Access Fee After Discount	\$1.00	\$25.00	\$35.44
Data Allowance	150KB (Shared)	4 GB (Shared)	Unlimited*
Data Overage Rate	\$10.00 per GB		N/A
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G data devices, such as USBs, tablets, notebooks, jetpacks, etc., as indicated above, except that existing lines on 3G data devices may change to these plans while 3G service is available.</p> <p>*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.</p> <p>Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.</p> <p>Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.</p> <p>**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.</p>			

Custom Mobile Broadband Data Share Plans for Tablets – BYOD
Government Subscribers Only**

These plans reflect the monthly access fee discount. No additional discounts apply.

Monthly Access Fee Before Discount	\$15.00 (18868/31616)
Monthly Access Fee After Discount	\$15.00
Data Allowance	1 GB (Shared)
Data Overage Rate	\$10.00 per GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G tablets, except that existing lines on 3G tablets may change to these plans while 3G service is available.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.

**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

Legacy Custom NVLPT Voice and Data Plans

NVLPT Nationwide for Government Share Calling Plans			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
NVLPT Nationwide for Government Account Share	0 Minutes	100 Minutes	200 Minutes
Monthly Access Fee	\$15.99 ¹ (86137)	\$23.98 (80006)	\$27.29 (73736)
NVLPT Nationwide for Government EVP (Profile) Share	0 Minutes	100 Minutes	200 Minutes
Monthly Access Fee	\$15.99 ¹ (86136)	\$23.98 (80010)	\$27.29 (73575)
Monthly Anytime Voice Minutes	0	100	200
Domestic Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	Not Available	\$2.00 (Basic phone- 83270)	
<p>Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$15.99 zero access plan can only be 50% of an accounts total share lines. ²Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.</p> <p>Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.</p> <p>EVP (Profile) Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.</p>			

NVLPT Local Flat Rate Calling Plan	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
NVLPT Local Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	\$8.99 (Market specific)
Domestic Anytime Minutes	0
Per Minute Rate	\$0.10
Domestic Long Distance	Included
National Access Roaming	\$0.69
Domestic Data Sent or Received	\$1.99 / MB or per data package ¹
Optional Features	
1000 Domestic Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	\$5.00 additional monthly access fee per line (72062)
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹3G/4G Smartphones and 3G/4G Multimedia Phones require a data package.</p>	

NVLPT 3G/4G Nationwide Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$61.53 (74510)	\$78.19 (74512)	\$93.58 (74514)
Monthly Access Fee less discount (non-share)	\$47.99	\$60.99	\$72.99
Monthly Access Fee (Account share)	\$64.09 (74511)	\$80.76 (74513)	\$96.16 (74515)
Monthly Access Fee less discount (share)	\$49.99	\$62.99	\$75.00
Monthly Access Fee (EVP (Profile) share)	\$64.09 (76369)	\$80.76 (76370)	\$96.16 (76371)
Monthly Access Fee less discount (EVP (Profile) share)	\$49.99	\$62.99	\$75.00
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited		
Optional Features			
Domestic Push To Talk Plus	\$2.00 (Smartphone- (81129/81174)		
Unlimited Hotspot/Tethering	\$10.00 per line (82219 3G) (76445 4G)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

NVLPT 3G/4G Nationwide Email for Government Nationwide Add-a-Line Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

NVLPT 3G/4G Nationwide Email for Government Add-a-Line Plan

Government Subscribers Only

Monthly Access Fee	\$35.99 ¹ (86140)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice & data bundle plans
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance	Unlimited*
Domestic Text (SMS)	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$35.99 Add-a-Line plan can only be 50% of an accounts total share lines. The \$35.99 Add-A-Line plan shares with the NVLPT Nationwide for Government 400, 600 and 1000 minute plans.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

NVLPT Smartphone Calling Plans for Government Subscribers

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.

Monthly Access Fee	\$35.99 (86139)
Domestic MB Allowance	Unlimited*
Domestic Voice Per Minute Rate ¹	\$0.12
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited
Domestic Long Distance ²	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Data Services terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. Current coverage details can be found at www.verizonwireless.com. ¹Per minute roaming applies to Voice calls. ²Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

NVLPT Nationwide International Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$84.14 (74524/ 86740)	\$99.99 (74526/86742)	\$114.62 (74528/ 86744)
Monthly Access Fee (non-share) less discount	\$65.63	\$77.99	\$89.40
Monthly Access Fee (share)	\$86.57 (74525/ 86741)	\$102.43 (74527/ 86743)	\$117.06 (74529/ 86745)
Monthly Access Fee (share) less discount	\$67.52	\$79.90	\$91.31
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Email Allowance	Unlimited ¹		
International Email Allowance	Unlimited		
Domestic Messaging	Unlimited		
Optional Features			
Domestic Push To Talk Plus	\$2.00 (Smartphone- 81129/81174)		

Notes: Requires a 4G Global capable smartphone. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

The domestic data allowance applies in the United States.

†The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available. To see supported countries and rates for services such as voice and messaging, go to verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States.

¹Domestic Data Allowance: Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

Public Safety Plans

**Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$39.99 (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance ⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Service Features	
Domestic Mobile Hotspot	\$5.00 additional per month (76440)
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)

NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	\$39.99 (20300)
Domestic Data Allowance ⁽¹⁾	Unlimited
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Basic Phone Plan for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	\$22.99 (16810)
Monthly Minutes in U.S	Unlimited
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	\$10.00 per GB
Optional Service Features	
Push-to-Talk Plus	\$2.00 additional per month (81129)
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Push to Talk Plus Only Plan for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	\$17.99 (96626-4G Only and 96625-3G/4G)
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Mobile Broadband Priority Feature for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee Per MDN	\$0.00 (86124)
NOTE: Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Group First Response for
National Security, Public Safety, and First Responders
Government Subscribers Only**

Features \$25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response ¹	87781	\$35.00
Push to Talk Plus Video ^{1, 2}	87787	\$20.00

Note: Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.

¹**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.**

²Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plus Video bolt-on feature.

[^]As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety Activities • 923120 Administration of Public Health Programs 	<ul style="list-style-type: none"> • 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal Governments • 921190 Other General Government Support • 921110 Executive Offices
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**Group First Response for
Non Public Safety Customers**

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response ¹	87781	\$35.00
Push to Talk Plus Video ^{1, 2}	87787	\$20.00

Note: Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.

¹**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.**

²Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plus Video bolt-on feature.

[^]Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.**

These features are available to customers only as defined by the below NAICS (formerly SIC) codes

<p>Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems</p> <p>Transportation 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service</p> <p>Information Technology 541512 Computer Integration 541519 Computer Disaster Recovery</p> <p>Chemical 561612 Protective Services 541330, 541690 Chemical Engineering and</p> <p>Consulting 239210 Pharmaceutical</p> <p>Communications 517110 Telecommunications, Wired 517212 Cellular and other Wireless</p>	<p>Telecommunications 238210, 334290 and 561620 Alarm Systems</p> <p>Critical Manufacturing 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management</p> <p>Energy 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal</p> <p>Healthcare and Public Health 621112 Health Care Practitioners 923120 Public Health Programs</p>
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**Group First Response Dispatch and Video Bundle Licenses
Government Subscribers Only**

License Bundles are NOT eligible for monthly access discounts.

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	\$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	\$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	\$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	\$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	\$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	\$230.00

Note: All lines must have a Group First Response compatible device with an active Push to Talk Plus feature to be eligible to purchase Group First Response Dispatch and Video Bundles.

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders Government Liable Subscribers Only	
Monthly Access Fee Per MDN	\$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)
<p>NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Private Responder Core Service for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee	\$0.00
<p>Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders ("Private Core"): Private Core separates wireless data communications from commercial and consumer traffic on our network. This service is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices • 921150 American Indian/Alaska Native Tribal Governments <p>Water</p> <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems <p>Transportation</p> <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems <p>Information Technology</p> <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	<p>Chemical</p> <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical <p>Communications</p> <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems <p>Critical Manufacturing</p> <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industry Equipment Repair • 236210 Industrial Building Construction • 211113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors <p>Energy</p> <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal <p>Healthcare and Public Health</p> <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs

Commercially Available Voice and Data Plans

Nationwide for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$35.88 (74538)	\$52.56 (74540)	\$67.94 (74542)
Monthly Access Fee less discount (non-share)	\$27.98	\$40.99	\$52.99
Monthly Access Fee (share)	\$38.45 (74539, 76363)	\$55.12 (74541, 76364)	\$70.50 (74543, 76365)
Monthly Access Fee less discount (share)	\$29.99	\$42.99	\$54.99
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Not Included	Included ¹	
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	\$2.00 (Basic phone- 83270)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Friends & Family eligibility varies on selected calling plan. ²Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Nationwide Push to Talk Plus Calling Plan (non-share)

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Push to Talk Plus (non-share)	Government Subscribers Only
Monthly Access Fee	\$19.99 (94244/92857)
Monthly Anytime Voice Minutes ¹	0
One to One & Group Talk	Unlimited
Data Sent or Received	\$1.99/ MB or per data package ²

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk Plus terms and conditions apply. ¹Subscribers to the Push to Talk Plus Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk Plus voice calls. ²Smartphones and Multimedia Phones require a data package.

Nationwide for Business Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Nationwide for Business	450 Voice Minutes	900 Voice Minutes	Unlimited Voice Minutes
Monthly Access Fee (Talk)	\$39.99 (73713)	\$59.99 (73714)	\$69.99 (83233)
Monthly Access Fee less discount (Talk)	\$31.19	\$46.79	\$54.59
Monthly Access Fee (Talk & Text)	\$59.99 (73761)	\$79.99 (73762)	\$89.99 (83234)
Monthly Access Fee less discount (Talk & Text)	\$46.79	\$62.39	\$70.19
Domestic Anytime Voice Minutes	450	900	Unlimited
Friends & Family (up to 10 numbers per account)	Included with share plan only		Included ¹
Voice Overage Rate	\$0.25 per minute		
National Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	\$2.00 (Basic phone- 83270)		
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Friends & Family eligibility varies on selected calling plan. ²Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.</p>			

Unlimited Plan for Smartphones - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot [^]	Included
Domestic, Canada and Mexico Long Distance Toll Free ^{^^}	Included
International Messaging Allowance ^{^^^}	Unlimited

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges.

*After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

**For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day.

[^]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

^{^^}Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico.

^{^^^}Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

***Plan 99719 is eligible to use Travel Pass SPO 988. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

**Custom 4G Verizon Unlimited Smartphone Plan for Public Sector
Government Subscribers Only**
The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$65.00 (23655)
Monthly Access Fee (Discount Applied)	\$50.70
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited ⁽¹⁾
Domestic Mobile Hotspot	Unlimited ⁽²⁾
Domestic and International Messaging Allowance	Unlimited ⁽³⁾

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available.

⁽¹⁾ In the event of network congestion, after 10GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p.

⁽²⁾ Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

⁽³⁾ Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

***Plan 23655 is eligible to use Travel SPO 383. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Custom Business 5G Ultra Wideband Bolt-On Feature

Government Subscribers Only
Not eligible for discounts.

Monthly Access Fee	\$10.00 (1545)
Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, where available. Current coverage details can be found at www.verizonwireless.com/5G . This feature is only available to 5G UWB capable smartphones on Custom Unlimited Business Plan for Smartphones (Plan Codes 13656/23655).	

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*		Smartphones ¹			
Monthly Access Fee	\$35.00 (92731)	\$65.00 (92732)	\$75.00 (92736)	\$85.00 (92737)	\$95.00 (92738)	\$105.00 (92740)
Monthly Access Fee less discount	\$27.30	\$50.70	\$58.50	\$66.30	\$74.10	\$81.90
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Coverage	\$10.00 per GB					
Mobile Hotspot ²	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance ³	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line \$5.00 per line					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional \$15.00 per line.

2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.

3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

**The New Verizon Plan - Talk, Text and Data: Government Subscribers
(Up to 10 Phone/Internet Devices/20 Connected Devices)**

Select Device Type

Smartphones Purchased at Discounted Price (Matrix) (SFO 84014)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84015**)	Basic Phones (SFO 84016)	4G LTE Routers - with voice only(SFO 84019) or Voice and Data (SFO 84020)	4G LTE Broadband Router- Data Only (SFO 84018)	Jetpacks/Netbooks/ /Notebooks/ USBs (SFO 84022, 84023, 84024) and Tablets (including Google Chromebook) (SFO 84021) / 4G LTE Internet device (Installed)¹ (SFO 84025)	Wireless Home Phone ² (SFO 84017)	Select Connected Devices ³ (SFO 84026, 84027, 84028)
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Monthly Line Access Fee

\$40.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$10.00 per device	\$10.00 per device	\$20.00 per device	\$5.00 per device
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Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access Fee	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	Safety Mode ⁶ (682)	Safety Mode ⁶ (672)	Carryover Data (671)	Data Boost ⁷ (681)
\$35.00 \$27.30 (96325)	Up to 10 Phone/ Internet devices Up to 20 Connected Devices	2 GB (Small)	\$15.00 per 1 GB	\$5.00	N/A	Included	\$15.00 for 1 GB (optional)
\$50.00 \$39.00 (96327)		4 GB (Medium)		\$5.00	N/A		
\$70.00 \$54.60 (96328)		8 GB (Large)		\$5.00	N/A		

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
BlackBerry Enterprise Server	\$15.00 per line (77515)
Cloud Storage	5 GB per line
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. ¹LTE Internet (Installed) require the new Verizon Plans 8 GB or higher. ²Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ³Only approved connected devices are eligible. ⁴No additional discounts apply. ⁵Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. ⁷Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with Data only devices must use the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received on the 2GB, 4GB, and 8 GB plans. Data allowances from new Verizon Plans with not share with any other Verizon Plans. The new Verizon Plan is not compatible with Private Network Traffic Management.

Sharing: Sharing is available only among Government Subscribers on Verizon Plans – Talk Text and Data for up to 10 lines on the same account. ****The \$40.00 monthly line access for Smartphones will automatically change to \$20.00 monthly line access once the line term is fulfilled. Proration may occur.**

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

**The New Verizon Plan for Business Plan - Talk, Text and Data Plans: Government Subscribers
(Up to 25 Phone/Internet Devices/50 Connected Devices)**

Select Device Type

Smartphones Purchased at Discounted Price (Matrix) (SFO 84040)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84041**)	Basic Phones (SFO 84042)	4G LTE Routers - with voice only(SFO 84044) or 4G LTE Routers (with voice and data bundle) (SFO 84045)	4G LTE Routers (data only) (SFO 84018)	Jetpacks(SFO 84022)/ Netbooks/ Notebooks(SFO 84024)USBs(SFO 84023) Tablets (including Google Chromebook) , (SFO 84021)	Wireless Home Phone ¹ (SFO 84043)	Select Connected Devices ² (SFO 84026, 84027, 84028)
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Monthly Line Access Fee

\$35.00 per device	\$15.00 per device	\$15.00 per device	\$15.00 per device	\$10.00 per device	\$10.00 per device	\$15.00 per device	\$5.00 per device
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Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	Safety Mode ³ (672)	Carryover Data (671)	Data Boost ⁴ (681)
\$175.00 \$136.50 (96345)	Up to 25 Phone/ Internet devices	25 GB ³	\$15.00 per 1 GB	Included	Included	\$15.00 for 1 GB (optional)
\$245.00 \$191.10 (96366)		35 GB ³				
\$350.00 \$273.00 (96368)	50 GB ³					
\$500.00 \$390.00 (96369)	85 GB ³					
\$750.00 \$585.00 (96370)	150 GB ³					
\$1000.00 \$780.00 (96371)	Up to 50 Connected Devices	200 GB ³				

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
BlackBerry Enterprise Server	\$15.00 per line (77515)
Cloud Storage	5 GB per line
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. ¹Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ²Only approved connected devices are eligible. All Talk, Text and Data allowances on the new Verizon Plan for Business Plan include Mexico and Canada, and unlimited calling from the US to Mexico and Canada at no additional charge. TravelPass (including Canada and Mexico) may be added to the new Verizon Plan for Business plans for access to additional countries. ³Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. ⁴Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with Data only devices must use the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. The new Verizon Plan is not compatible with Private Network Traffic Management.

Sharing: Customers subscribing to Verizon Plan for Business will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on these Verizon Plan for Business – Talk Text and Data with 11 or more lines on the same account.

**The \$35.00 monthly line access for Smartphones will automatically change to \$15.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

The New Verizon Single Basic Phone Plan: Unlimited Talk and Text Only

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Basic Phones Only

	3G or 4G LTE Basic Phone	4G LTE Basic Phone Only
Monthly Device Access Fee	\$30.00 (98245)	\$50.00 \$39.00 (98817)
Domestic Anytime Voice Allowance Per Month	Unlimited	
Voice Per Minute Rate (after allowance)	N/A	
Domestic Data Allowance	500 MB	4 GB
Data Overage	\$5.00 per 500 MB	
Domestic Long Distance	Included	
Domestic Text Messages	Unlimited	

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

The new Verizon Basic Plan is not available for accounts with Smartphones data devices, or connected devices- Customers subscribing to the new Verizon Single Basic Plan and non- new Verizon Basic Plan will be billed on separate billing accounts and invoices.

The New Verizon Single Basic Plan is a standalone plan.

Nationwide Flat Rate Calling Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Flat Rate

Government Subscribers Only

Monthly Access Fee	\$11.99 (73809)
Monthly Anytime Voice Minutes	0
Domestic Voice Per Minute Rate	\$0.25
Domestic Long Distance	Included
Data Sent or Received	\$1.99/ MB or per data package ¹

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Smartphones and Multimedia Phones require a data package.

Nationwide Add-a-Line Voice Plan with Push to Talk Plus

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Add-a-Line Voice Plan with Push to Talk Plus

Government Subscribers Only

Monthly Access Fee	\$18.99¹ (94990/92904)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Roaming Rate per minute	\$0.25
Domestic Text (SMS) and Multimedia (MMS) Messages	100 Included Overage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received
Data Sent or Received	\$1.99/ MB or per data package ²

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk Plus terms and conditions apply. ¹No More than 50% of plans on a single account can be placed on the \$18.99 Additional Line Voice & Push to Talk Plus plans ²Smartphones and Data Multimedia Phones require a data package.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Group First Response provides the next tier, in terms of Push To Talk features. Specifically it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for National Security, Public Safety, and First Responders Government Subscribers Only				
Features \$25.00 and above are eligible for monthly access discounts.				
Description	Feature Code	Monthly Access Fee		
[^] Group First Response ¹	87781	\$35.00		
Push to Talk Plus Video ^{1, 2}	87787	\$20.00		
<p>Note: Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.</p> <p>¹Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.</p> <p>²<u>Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plus Video bolt-on feature.</u></p> <p>[^]As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.</p> <p>Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.</p> <p>****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.</p> <p>These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.</p> <table border="1"> <tr> <td> <p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety <p>Activities</p> <ul style="list-style-type: none"> • 923120 Administration of Public Health Programs </td> <td> <ul style="list-style-type: none"> • 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal Governments • 921190 Other General Government Support • 921110 Executive Offices </td> </tr> </table>			<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety <p>Activities</p> <ul style="list-style-type: none"> • 923120 Administration of Public Health Programs 	<ul style="list-style-type: none"> • 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal Governments • 921190 Other General Government Support • 921110 Executive Offices
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Group First Response for Non Public Safety Customers		
Features are NOT eligible for monthly access discounts.		
Description	Feature Code	Monthly Access Fee
[^] Group First Response ¹	87781	\$35.00
Push to Talk Plus Video ^{1, 2}	87787	\$20.00
<p>Note: Group First Response features work with 5G Nationwide® network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra-Wideband network.</p> <p>¹Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.</p> <p>²<u>Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plus Video bolt-on feature.</u></p> <p>[^]Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.</p>		

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer:** These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to the below NAICS codes.

<p>Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems</p> <p>Transportation 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service</p> <p>Information Technology 541512 Computer Integration 541519 Computer Disaster Recovery</p> <p>Chemical 561612 Protective Services 541330, 541690 Chemical Engineering and</p> <p>Consulting 239210 Pharmaceutical</p> <p>Communications 517110 Telecommunications, Wired 517212 Cellular and other Wireless</p>	<p>Telecommunications 238210, 334290 and 561620 Alarm Systems</p> <p>Critical Manufacturing 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management</p> <p>Energy 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal</p> <p>Healthcare and Public Health 621112 Health Care Practitioners 923120 Public Health Programs</p>
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Group First Response Dispatch and Video Bundles Government Subscribers Only License bundles are NOT eligible for a monthly access discount			
Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	\$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	\$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	\$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	\$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	\$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	\$230.00
Note: All lines must have a Group First Response compatible device with an active Push to Talk Plus feature to be eligible to purchase Group First Response Dispatch and Video Bundles.			

Commercially Available Data Plans

Business Unlimited Tablet Pro Plan

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$40.00 (52599)
Data Allowance¹	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot²	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on a 5G or 4G HD tablet.

¹This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. A 5G device is required to receive 5G Ultra Wideband (UWB) service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G and 5G Nationwide network areas, and, will apply video streaming up to 4K when in 5G UWB network service areas. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

²Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G and 5G Nationwide network areas, and, will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

72515

***Plan 52599 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Business Unlimited Plus Data Device Plan

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$45.00 (53537)
4G and 5G Ultra Wideband Data Allowance including Mobile Hotspot^{1,2}	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on a 5G or 4G mobile broadband data device, including jetpacks, USBs/air cards, netbooks, and notebooks. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

*Corporate Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

¹If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G or 5G Nationwide network area congestion and Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

²Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

72169

***Plan 53537 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Business TravelPass Feature¹

Government Subscribers Only
Rates are not eligible for discounts.

Canada and Mexico Daily Rate ²	\$0.00
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates
SPO Code	1255

Notes: ¹This feature requires a 4G or 5G World Device. ²The daily rate covers a 24-hour time period. ³For eligible countries, ⁴non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. **For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option.** For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plan(s): 53537 Business Unlimited Plus Data Device Plan, 52599 Business Unlimited Pro Tablet Plan

71206

Business Data Only Plans: Government Subscribers (Up to 25/50/100 Data Only Devices)

Select Device Type						
Jetpacks (SFO 77555)	USBs (SFO 77555)	Netbooks/ Notebooks, LTE Internet (SFO 77555, 78045)	4G LTE Broadband Router (SFO 77555)	Verizon 4G LTE Broadband (SFO 79392)	Tablets (including Google Chromebook) (SFO 77567)	Connected Devices (SFO 78303)
Monthly Line Access Fee						
\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$10.00 per device	\$5.00 per device
Select Data Amount						
The calling plans below reflect the monthly access fee discount. No additional discounts apply.						
Monthly Account Access	Maximum Number of Devices (per billing account)	Shared Data Allowance	Domestic Data Overage \$15.00 per 1 GB			
\$185.00 \$144.30 (87184)	Up to 25	30 GB				
\$260.00 \$202.80 (87185)		40 GB				
\$335.00 \$261.30 (87186)		50 GB				
\$440.00 \$319.80 (90430)	Up to 50	60 GB				
\$560.00 \$436.80 (90431)		80 GB				
\$710.00 \$553.80 (90429)		100 GB				
\$1,025.00 \$799.50 (91521)	Up to 100	150 GB				
\$1,400.00 \$1,092.00 (91520)		200 GB				
Domestic Text Messaging	10.00 for 1000 text and multi media Overage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received					
Optional Cloud Storage	25 GB per line (must be selected)					

Notes: Data-only devices on these plans use the data allowance but do not use the minutes or message allowance unless the device is capable. The Small Business for data-only devices is not available for accounts with Smartphones, basic phones or connected devices with voice. Current coverage details can be found at www.verizonwireless.com. Access Fee discounts applied at the account level only.

Sharing: Sharing is available only among Government Subscribers to these Business Data Only Plans - Data Only. Calling plan changes may not take effect until the billing cycle following the change request. Text, Picture and Video messages are not eligible for sharing. Data allowances from Business Data Only plans will not share with any non- Business Data Only Plans. Safety Mode, Carryover Data and Data Boost features cannot be added to data-only plans.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	\$5.00 (92739)	\$10.00 (92741)	\$35.00 (92742)	\$45.00 (92744)	\$55.00 (92745)	\$65.00 (92746)	\$75.00 (92747)
Monthly Access Fee less discount	\$5.00	\$10.00	\$27.30	\$35.10	\$42.90	\$50.70	\$58.50
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	\$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	\$5.00 (94532)	\$65.00 (94495)	\$75.00 (94496)	\$85.00 (94497)	\$95.00 (94500)	\$105.00 (94504)
Monthly Access Fee less discount	\$5.00	\$50.70	\$58.50	\$66.30	\$74.10	\$81.90
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	\$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Custom Flat Rate Mobile Broadband - Government Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99 (99716)
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

**Custom Mobile Broadband Plan II – Government
Government Subscribers Only**
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$44.99 (99717)
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

Data Packages for Feature Phones and Smartphones

The Data Packages are eligible for monthly access fee discounts and promotions, when available¹

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature Compatible with server based email solutions
N/A	-0-	\$1.99 per MB	N/A
\$10.00 (77810)	75 MB	\$10.00 per each additional 75 MB of usage	N/A
\$12.00 ¹ (Basic Devices Only 85533)	300 MB	\$15.00 per each additional GB of usage	N/A
\$30.00 \$23.40 ^{2,3} (Smartphone 76375) (Basic 76381)	2 GB ²	\$10.00 per each additional GB of usage	\$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$12.00/300MB data package for Basic Devices can be added to a voice only price plan with a monthly access fee of \$15.99 or higher, this feature cannot be activated on a Smartphone Device. ²The \$30.00/2GB data package is eligible for a monthly access fee discounts when combined with select Business calling plans ³Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

Mobile Broadband Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots

Monthly Access Fee	\$30.00 ¹ (85320/85322)
Domestic Monthly Data Allowance	2GB
Per GB Rate After Allowance	\$10.00 per each additional GB of usage
Domestic Per Minute Rate ²	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. ²Per Minute Rate applies to voice calls and other data usage in the United States.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$39.99 (90239)	\$59.99 (90240)	\$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Commercially Available Machine to Machine (M2M)

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$39.00	\$62.40
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$39.00	\$62.40
Overage Rate Per Megabyte	\$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service.

ACCOUNT

Data Sharing: Sharing among M2M Lines is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

PROFILE (If using profile share the data allowance must be a least 1 MB)

Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB.

**Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans:
Government Subscribers Only**

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$39.99 (90233)	\$59.99 (90234)	\$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices.

Sharing. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

3G/4G Mobile Broadband Machine-to-Machine (M2M) Wireless Backup Router Plan: Government Subscribers Only

The data plan below reflect the monthly access fee discount. No additional discounts apply.

3G/4G M2M Wireless Backup Router Plan

Monthly Access Fee (non-pooled)	\$10.00 (868473G/868484G)
Domestic Data Allowance Per Month	25 MB
Share Option	N/A
Domestic Overage Rate Per GB	\$10.00 per GB
Domestic Voice Rate Per Minute	\$0.25 per minute (Device Dependent)
Text Messaging Per Message	\$0.20 per message sent or received (Device Dependent)
International Roaming	N/A. Verizon Wireless network only.

Notes: Current coverage details can be found at www.verizonwireless.com. See the attached M2M Data Plan and Feature Details as well as Calling Plan and Feature Details in your Agreement for important information about calling plans, features and options. During an outage of the primary connection, all usage within the billing cycle in excess of the 25 MB allowance will be charged at the overage rate of \$10.00 per GB. Text messaging feature packages may be added to this plan. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M price plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Not eligible for Verizon Wireless Government Equipment Matrix pricing.

LTE Business Internet 10 Mbps Speed Tier Mobile Broadband Plans*

plans are eligible for monthly access fee discounts

Monthly Access Fee ¹	\$70.00 (48816)	\$90.00 (48817)	\$140.00 (48818)	\$190.00 (48868)
Speed Tier Limit (Up to) ²	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold ³	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold ⁴	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. *These plans are for mobile broadband service, and only available to select Customer-provided data routers. The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

¹The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle.

²Speeds represent the maximum speed but may be lower in the event of network congestion.

³After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

⁴If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed.

Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.20 per message charge for messages sent or received.

These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

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LTE Business Internet 50 Mbps Speed Tier Mobile Broadband Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$80.00 (48008)	\$100.00 (48011)	\$150.00 (48012)	\$200.00 (48014)
Speed Tier Limit (Up to)²	50 Mbps	50 Mbps	50 Mbps	50 Mbps
Data Deprioritization Threshold³	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold⁴	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com.

These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. *These plans are for mobile broadband service, and only available to select Customer-provided data routers. The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data deprioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the then-current billing cycle. These plans cannot be backdated.

¹The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle.

²Speeds represent the maximum speed but may be lower in the event of network congestion.

³After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

⁴If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed.

Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.20 per message charge for messages sent or received.

These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

71300

Commercially Available International Calling Plans

International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (1 Month)*	\$10.00 (SPO 428)*	\$20.00 (SPO 426)*	\$15.00 (SPO 441)*	\$30.00 (SPO 425)*	\$25.00 (SPO 443)*
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.40	\$25.00
International Options Monthly Recurring Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (Recurring)**	\$10.00 (SPO 427)**	\$20.00 (SPO 446)**	\$15.00 (SPO 434)**	\$30.00 (SPO 424)**	\$25.00 (SPO 442)**
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.40	\$25.00
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming

Messaging Overage Rate After Allowance ²	Pay Go	\$0.10/Sent Message	\$0.05/Sent Message
<p>Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. ¹This is a monthly feature and will be removed from the account one month after being added to an account. ²This is a recurring feature and will remain on the account until removed.</p>			

Global Messaging¹	
No additional discounts apply.	
Global Text Messaging	
Canada	\$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	\$0.50 per recipient per message sent and \$0.05 per message received
Global Picture and Video Messaging	
Canada, Mexico and Puerto Rico	\$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	\$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/international/mms for supported countries.
<p>Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.</p>	

International Options Monthly Features: 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (1 Month)*	\$25.00 (SPO 431)*	\$50.00 (SPO 433)*	\$40.00 (SPO 445)*	\$85.00 (SPO 423)*
Monthly Access Fee less discount	\$19.50	\$39.00	\$31.20	\$66.30
International Options Monthly Recurring Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (Recurring)	\$25.00 (SPO 412)**	\$50.00 (SPO 432)**	\$40.00 (SPO 444)**	\$85.00 (SPO 422)**
Monthly Access Fee less discount	\$19.50	\$39.00	\$31.20	\$66.30
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	
<p>Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in 140+ countries where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. ¹This is a monthly feature and will be removed from the account one month after being added to an account. ²This is a recurring feature and will remain on the account until removed.</p>				

Commercially Available Wireless Options

**Custom Wireless Home Phone for Government Plan*:
No Domestic Roaming or Long Distance Charges**

This Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00 (93792)
Monthly Anytime Minutes	Unlimited

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone service. This service is generally utilized to replace POTS lines.

Single Basic Phone Unlimited Talk Plus 500MB Plan

(Business Phone Connect)

Government Subscribers Only

No Domestic Roaming or Long Distance Charges

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$30.00 (36677)
Monthly Anytime Minutes	Unlimited
BPC Data Rate 500 MB	\$10.00 per GB overage rate

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. *May only be activated on a Verizon Wireless Business Phone Connect Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines.

4G Smartwatch with NumberShare¹ Unlimited Plan - Government

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance ²	Unlimited
Domestic and International Messaging Allowance ³	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.
2. Usage may be prioritized behind other customers in the event of network congestion.
3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.

4G Business Unlimited Smartwatch Plan (Standalone)

Government Subscribers

This plan is Not eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00 (32836)
Voice Minutes Allowance	Unlimited
Domestic Data Allowance ¹	Unlimited
Unlimited Domestic Text Messages	Included
International Text Messages while in the U.S.	Included

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only select smartwatch devices can be activated on this plan.

¹After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up

to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p.

²Data usage generated in Canada and Mexico will be billed at the rates in the table above and will be aggregated to determine the applicable data usage tier for that month. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

4G Business Unlimited Connected Device Plan (Other)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$5.00 (99314)
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Data-Only Connected Devices such as the Samsung Camera, Wear24, and LG Urbane 2 can be activated on this plan. *Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Connected Device Plan (Wearables)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00 (99317)
Voice Minutes Allowance	Unlimited
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Wearable Connected Devices with Voice capability, such as the Samsung Gear S and Gear S2, can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Zipit Now Messaging Solution*

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Please note a separate agreement must be negotiated and executed between the Customer and Zipit Wireless for the services* it will provide.	
Monthly Access Fee	\$15.00 (86024)
Optional Feature Access Fee	N/A

Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint (NVLPT) Contract MA152, Addenda and Attachments can be found on www.naspovaluepoint.org site for your consideration and review. Your State may also have a NVLPT Participating Addendum which may be available on your State website. Alternatively, you may contact your local Verizon Government Sales representative for additional information. v.081222 (22%)

Domestic MB Allowance	35 MB
Overage Rate Per MB	\$0.10 MB
Home Airtime/Min. Rate	N/A
Domestic Long Distance ¹	Included

NOTE: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance. *Please note installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately, directly through Zipit Wireless.

Verizon Auto Share (In-Vehicle) Plan*

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee per Connection (device)	Shared Data Allowance	Data Overage Rate	Included Domestic Text Message Allowance (non-shared)**	Overage Rate per Text Message
\$25.00 (93074)	20 MB (82297)	\$10.00 per GB	20	\$0.20 per message

Notes: Coverage is only available in the United States and includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Current data coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted for use on the Delphi Onboard device only. Components of this plan include Verizon Auto Share Platform access and an in-vehicle hardware device. *Voice calls cannot be placed or received on this plan, except for calls to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

ACCOUNT SHARING-

Data Sharing: Sharing is only available among lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

**Domestic text message allowance does not include picture or video messages.

Custom Verizon Auto Share Components for Government Subscribers

Verizon Auto Share Components are NOT eligible for discounts.

Verizon M2M Management Center	Included
Mobile App	Included
QR Code ¹	Included
Verizon Auto Share	Included
Delphi Onboard Device (OBD) SKU - ACT233LVWQE	\$199.00
Verizon Auto Share Security Kit ² (self-install kit) SKU - VZN-SECKIT	\$199.97

¹The QR code is in the Equipment Guide and can be ordered as an accessory. ²Professional Installation services not available to government customers.

4G Business Unlimited Connected Camera

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$45.00 (99342)
Data Allowance ¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Connected Camera Devices, such as the Arlo Go, can be activated on this plan. *Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and

Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Connected Device Plan (Gizmo)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00 (99343)
Voice Minutes Allowance	Unlimited
Data Allowance ¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only LG Gizmo Connected Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Call Filter Plus

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$0.75 (87867)
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.

Call Filter

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$0.00
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.

Name ID Features

The features below reflect the monthly access charge discount. No additional discounts apply

Feature	Monthly Access
Share Name ID	\$0.00
Company Name ID	\$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The **Logo display service** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- Users must be subscribed to the My Business portal to use this feature.

Verizon Device Protection Options:

Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)

Monthly Price: Current Market Rate – See Verizon's current Device Protection for Business Brochure for pricing details.

<https://scache.vzw.com/content/dam/support/pdf/device-protection-brochure-business.pdf>

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) – unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible.
 - WPP Smartphones/iPhones – 85913
 - WPP All Tablets & Basic - 85912
- Extended Warranty (EW) – unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers.
 - EW – 79184
 - EW Smartphones (NY) – 87309
 - EW Tablets & Basic (NY) - 87310
- Total Equipment Coverage (TEC) – combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible.
 - TEC Smartphones/iPhones – 81495
 - All Tablets & Basic - 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity's account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at [Device Protection Brochure & Terms and Conditions Business](#). Not all options presented in the brochure are available to ordering entities.

Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

IMPORTANT NOTE: Not all device protection options presented in the brochure are available to ordering entities.

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Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers. **Anytime Minutes:** Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes.

However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll

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charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we

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reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess ManagerSM and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Call Filter Service Attachment to Verizon Wireless Agreement

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features

for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.
5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property

rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department
1320 North Courthouse Road, Floor 9
Arlington, Virginia 22201, U.S.A.
Fax 703.351.3669
Email DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:
 - <https://realm.io/legal/developer-license-terms/>
 - <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
 - https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
 - https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
 - <https://github.com/mapierr/RNPinnedCertValidator/blob/master/LICENSE>
 - <https://github.com/scalessec/Toast/blob/master/license>
 - <http://www.apache.org/licenses/LICENSE-2.0>

Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint (NVLPT) Contract MA152. Addenda and Attachments can be found on www.naspo.valuepoint.org site for your consideration and review. Your State may also have a NVLPT Participating Addendum which may be available on your State website. Alternatively, you may contact your local Verizon Government Sales representative for additional information. v.081222 (22%)

- <https://Mozilla.org/MPL2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.
16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.
17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

Federal Universal Service Charge

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of January 1, 2020, the basic FUSC rate is 21.2% and changes quarterly. If the customer does not exceed the included number of

minutes, the FUSC rate for bundled minute plans is 6.148%; the 21.2% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

Regulatory Charge

The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC
- Costs assessed by the FCC to administer local number portability requirements

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.15 per line for all other services.

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

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

The Criminal Justice Commission (CJC) awarded Morrow County \$159,263.03 under the 2021-2023 Justice Reinvestment Grant Program (JRI). This grant agreement goes from July 1, 2021 through December 31, 2023.

The budget summary of these dollars:

\$128,560.08 - Personnel

\$16,418.95 - Domestic Violence Services

\$14,284.00 - Admin Fee for Local Public Safety Coordinating Council (LPSCC) Coordinator

= \$159,263.03 Total JRI Fund Allocation

In December, 2022 the CJC approved a supplemental round of funding and awarded Morrow County an additional \$36,750.00 to be used towards Contractual Services and Supplies. LPSCC voted unanimously to support these funds and the majority of these dollars go to helping continue to fund the LPSCC Coordinator position. The coordinator helps with data analysis, project management, and keeps the LPSCC organized and moving toward goals in line with the mission statement. The dollars for the supplies will go to CCS in helping to purchase lock boxes for any medications dispensed as well as purchasing Fentanyl test strips.

Attached is the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement #JR-23-022 Amendment No. 1 with a budget summary of:

\$128,560.08 - Personnel

\$32,000.00 - Contractual Services (which would go towards LPSCC Coordinator)

\$4,750.00 - Supplies

\$14,284.00 - Administrative

\$16,418.95 - Domestic Violence Services

= 196,013.03 Total

2. FISCAL IMPACT:

\$36,750.00 - 510-113-5-20-5830

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

Motion to approve and sign Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement #JR-23-022 Amendment No. 1.

Attach additional background documentation as needed.

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT # JR-23-022

AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement # **JR-23-022** (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Morrow County (“Grantee”):

I. The Agreement is hereby amended as follows:

A. The Budget Summary in Exhibit A is amended and restated as follows:

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$128,560.08
Contractual Services	[\$0] \$32,000.00
Supplies	[\$0] \$4,750.00
Administrative	\$14,284.00
Victim Services: Domestic Violence Services, Inc.	\$16,418.95
Total	[\$159,263.03] \$196,013.03

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to December 31, 2023, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Grantee

By: _____ March 15, 2023
Signature of Grantee Date

David Sykes, Chair, Board of Commissioners
Name & Title

Federal Tax ID Number State Tax ID Number

Criminal Justice Commission

By: _____
Kenneth Sanchagrin, Executive Director Date



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 3-15-2023

(No acronyms please)

Status update for the repeal of the ASA-related ordinance

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Department Director Required for all BOC meetings
DATE
R. Vanderwall 3-15-23 County Administrator Required for all BOC meetings
DATE
County Counsel *Required for all legal documents
DATE
Finance Office *Required for all contracts; other items as appropriate.
DATE
Human Resources *If appropriate
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 Morrow County Board of Directors requested Morrow County Counsel review the legal aspects of the request from Boardman Fire Rescue District (BFRD) Chief Hughes that the County repeal the ASA/EMS ordinance. In addition the Board of Commissioners requested analysis of:

1. Current validity of the County ordinance
2. Legal consequences if the ordinance is repealed.
3. Process to repeal the ordinance.

During the review of the ordinance and legal issues County Counsel determined that outside with expertise in this field would be needed. County Counsel reached out to other county counsel attorneys throughout the state to receive recommendations for attorneys. County Counsel reached out to attorney Bob Blackmore to assist with this review. Mr. Blackmore is currently assisting Wasco County Counsel with a EMS/ASA issue, and has worked with many other municipalities regarding EMS/ASA questions and issues.

County Counsel spoke with BFRD Chief Hughes and MCHD CEO Roberts on March 6, 2023 and let them know that County Counsel would not be prepared by the March 15, 2023 as originally discussed.

Additional time will be necessary for Mr. Blackmore to review the prior documentation on the ASA/EMS issue and the new documentation provided by BFRD on March 6, 2023 and MCHD on March 10, 2023.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

Roberta Lutcher

From: Michael Hughes <MHughes@boardmanfd.com>
Sent: Thursday, March 9, 2023 7:02 PM
To: Roberta Lutcher
Subject: Letter of Support
Attachments: Letter verbiage .docx

STOP and VERIFY This message came from outside of Morrow County Gov

Hi Roberta,

As I understand it, the MC-C-4-98 Ordinance discussion is being delayed and will not be on next week's agenda. Therefore, I would like to be added to the March 15, 2023 agenda for the purpose of requesting a letter of support from the Commissioners to start the ambulance licensing process. This letter is required by OHA.

It is my understanding that the Letter of Support and the Ordinance are two completely separate issues.

The attached is the language that OHA is looking for.

I'll be traveling tomorrow so if you have any questions please don't hesitate to call me on my cell.

Thank you,

Mike Hughes
Fire Chief
Boardman Fire Rescue District
300 SW Wilson Lane
Boardman, OR 97818
Office: 541-481-3473
Cell: 541-561-2464

<Letter verbiage .docx>



BOARDMAN FIRE RESCUE DISTRICT

FIRE CHIEF MIKE HUGHES

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

3/15/202

Board of Commissioners
Morrow County
110 N. Court Street
Room 201
Heppner, OR 97836

Morrow County Commissioners,

Thank you for the opportunity to participate in your meeting. As all of you are very aware, Boardman Fire has been trying in to come before this Board for many months.

Boardman Fire is seeking a very simple letter of support, as required by Oregon Health Authority, OAR 333-250-0215(f), so that we can start the licensing process. We are not asking you for anything more. We are committed to your established process for gathering as much information as possible so you can make an informed decision about the 98 Ordinance.

The Ordinance, the ASA Plan along with the OHA letter are three separate issues, requiring three separate decisions. The letter will only allow us to go through the licensing process. The Board of Commissioners alone have the authority to provide this letter. We have been unable to find any documentation that expressly transfers this authority to another agency.

Licensing our ambulances will have no negative impact whatsoever on any Morrow County entity.

The licensing we seek is solely for the purpose of providing services with our Fire District partners. It is not connected to the ASA whatsoever.

Every business or organization in Morrow County has the ability to expand, increase their services and increase revenue without having to go before the BOC to do so. Unfortunately, the State requires us to come before you, in this case.

The Board of Commissioners have no obligation whatsoever to hear from any other organization or person regarding this issue. This is a simple request, just as PGE is asking for a letter of support for their Hydrogen Project later on this same agenda. It has been the custom



BOARDMAN FIRE RESCUE DISTRICT

FIRE CHIEF MIKE HUGHES

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

of this governing body to grant this type of requests for many organizations and projects. BFRD is simply asking for the same support that has been customary in the past.

Of course, if the BOC has a desire to hear rebuttals to letters of support, you have that authority to do so.

Please grant BFRD a letter of support to submit to OHA so we have the opportunity to begin the licensing process.

Here is a sample of what we are looking for in the body of the letter.

“The Morrow County governing body supports Boardman Fire Rescue District in their quest to seek licensing for their agency and ambulances.”

Thank you in advance for your time and consideration.

Mike Hughes
Fire Chief
Boardman Fire Rescue District

Roberta Lutcher

From: Emily Roberts <emilyr@moco hd.org>
Sent: Monday, March 13, 2023 12:00 PM
To: Roberta Lutcher; Justin Nelson
Cc: 'Troy S. Bundy'
Subject: Letter for inclusion in BOC packet
Attachments: Morrow Co Commissioners 03-13-23 - re BOCC - MCHD ambulance service.pdf

STOP and VERIFY This message came from outside of Morrow County Gov

Good morning,

I've attached a letter from our legal counsel in response to Chief Hughes' request for inclusion in this week's board packet. I will also plan to attend.

Best,

Emily Reynolds Roberts

Chief Executive Officer
Morrow County Health District
564 E Pioneer Drive
Heppner, OR 97836
Phone: 541-676-2915
Website: www.healthymc.org

Strengths: • Input • Strategic • Relator • Achiever • Activator



HART
WAGNER^{LLP}
TRIAL ATTORNEYS

Troy S. Bundy

tsb@hartwagner.com

Admitted in Oregon and Washington

Twentieth Floor
1000 S.W. Broadway
Portland, Oregon 97205
Telephone (503) 222-4499
Fax (503) 222-2301

March 13, 2023

VIA EMAIL

Morrow County Board of Commissioners
P.O. Box 788
Heppner, OR 97836

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

Dear Commissioners:

Fire Chief Hughes has asked the BOCC, once again, to make the legal and medically indicated determination that Morrow County's ambulance services are insufficient and that Morrow County requires additional ambulance services. Frankly, this request seeks to place the cart before the horse and is completely inconsistent with the current state of the law in Morrow County.

First, it is unlawful for an ambulance to run in Morrow County that is not incorporated within the current Ambulance Service Area Plan. Morrow County ordinance MC-C-4-98, Section 7(1) provides 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."** It is undisputed that Boardman Fire and Rescue District has not been assigned an ambulance service area in Morrow County.

The current law **also provides a process for ambulance service applications**, and Chief Hughes' approach is inconsistent with the law. Per Morrow County Code, the application to run an ambulance in this Ambulance Service Area shall be submitted to the Morrow County Health District and reviewed by the Morrow County Emergency Medical Services Advisory Committee, which is charged with recommending the assignment of the service to the County Court. MC-C-4-98, Section 7(2). Chief Hughes went through this process and was not amenable to the conditions the EMS Advisory Committee suggested.

The EMS Advisory Committee was created by the BOCC for purposes of evaluating the ongoing emergency medical transport and support system needs and handling the issue currently before the BOCC. That is because the BOCC knew that delegating this task to those with direct knowledge, experience, education and involvement would be in the best interests of Morrow County residents. The EMS Advisory Committee is composed of EMTs from each surrounding

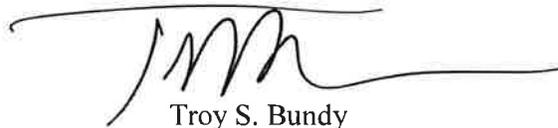
city, Dispatch, Fire Districts, QRTs, the supervising physician for the ambulance service, and Directors of Nursing from Pioneer and Good Shepard Hospitals. That Committee is charged with **“reviewing the effectiveness and efficiency of the Ambulance Service Area boundaries”** and maintaining quality assurance. MC-C-4-98, Section 11(3)(d). Every single ASA Plan that has ever been adopted contains the same requirements, and it is well-established in the ASA Plan that the EMS Advisory Committee is charged with administering the Plan and recommending changes, if indicated. Moreover, every single ASA Plan, all of which have been approved by the State of Oregon contain the same section with regard to application and approval of new ambulance service area providers.

Oregon law requires all ambulance license applicants establish for the Oregon Health Authority **“a documented need for the service supported by the county government.”** OAR 333-250-0215(1)(f). Notably, Chief Hughes’ current request comes on the heels of his prior application to the State of Oregon for a license, whereupon he submitted a letter of support from former Commissioner Don Russell on BOCC letterhead *without* the support of the BOCC and after the BOCC had informed him that it needed to evaluate proof of need and the legal issues surrounding the request. ORS 682.028 makes it illegal for any person or governmental unit, including the BOCC, to “intentionally make any false statement on an application for an ambulance service license.” This includes providing a false statement of “documented need.” So, for that reason, it is best that history not repeat itself, and the BOCC must follow the law it enacted and as it is currently written.

It is no surprise Chief Hughes asked the BOCC to repeal this ordinance recently because of his current dilemma. However, at this moment, the **only** entity charged with making the determination you are being asked to make is the EMS Advisory Committee. If the BOCC wishes to take these kinds of determinations out of the hands of those directed under the law, then the BOCC must first change the state of the law and decide that it, rather than the Advisory Committee, is in the best position to make these health care determinations, and not the actual EMS providers who work in the system every single day. However, at present, the BOCC is respectfully not in a position, as a matter of law and fact, to declare that Morrow County has a documented need for more ambulances. If the BOCC wishes to change an entire EMS system that is not broken, then so be it. However, Chief Hughes’ renewed request for the BOCC to make a determination it is not lawfully entitled to make must be denied.

Thank you for your attention to this matter.

Sincerely,



Troy S. Bundy

TSB/akr

cc: Emily Roberts, CEO/Morrow Co. Health District

5c

Roberta Lutcher

From: Wendy Veliz <Wendy.Veliz@pgn.com>
Sent: Friday, March 10, 2023 2:48 PM
To: Roberta Lutcher
Cc: jaisen mody
Subject: Morrow County Letter of Support: Boardman Renewable Hydrogen Project
Attachments: BoardmanRenewable HydrogenProject_Overview.pdf; BoardmanHydrogenProject Morrow County draft letter 3.10.23.docx

STOP and VERIFY This message came from outside of Morrow County Gov

Roberta,

Thank you for taking my call and special request to include in next week’s Morrow County Commission meeting. We are respectfully asking for a letter of support for the Boardman Renewable Hydrogen Project. This project would be part of the regional Pacific Northwest Hydrogen Hub proposal and federal Department of Energy grant application to make the Pacific Northwest a clean, low-carbon hydrogen production and distribution hub.

Attached you’ll find:

- Draft letter of support that may be modified by the Morrow County Commission
- A one-page project overview

If you have any further question, please don’t hesitate to reach out. I’ve also include Jaisen Mody, who represents of the key partners of Mitsubishi in the project.

Kind regards,
Wendy



Wendy Veliz

Hablo español
Local Government Affairs Manager | 503-929-8304
portlandgeneral.com | Follow us on social @PortlandGeneral

An Oregon kind of energy. Energía al estilo de Oregon.

Boardman Renewable Hydrogen Project

Producing, Storing, Transporting, and Using Renewable Hydrogen in Oregon

The Boardman Renewable Hydrogen Project will accelerate the production and commercialization of renewable hydrogen to help decarbonize Oregon's energy, transportation, and industrial sectors. Renewable hydrogen is produced from clean electricity and water using an electrolyzer, can be used to store clean energy for later use, and can replace fossil fuels in uses that are hard to electrify.

The Project

Part of a Pacific Northwest regional effort: This project is part of the regional Pacific Northwest Hydrogen Hub proposal and federal Department of Energy grant application to make the Pacific Northwest a clean, low-carbon hydrogen production and distribution hub.

Renewable hydrogen to drive decarbonization: The project will generate electricity from stored renewable hydrogen at peak times, and will produce renewable hydrogen to serve industrial and transportation hydrogen needs in Ports of Morrow and Umatilla and along the I-84 corridor as those sectors decarbonize.

Producing and using renewable hydrogen: The project will install an electrolyzer facility at PGE's Boardman site in Morrow County, along with on-site hydrogen storage and hydrogen-only peaker turbines to generate electricity. An additional electrolyzer facility will be installed at the Port of Morrow to serve industrial hydrogen users at and near Oregon's second largest port.

Transporting and storing produced renewable hydrogen: The project will also construct a hydrogen-only pipeline to transport and store renewable hydrogen, using existing rights of way wherever possible to reduce disruption. The initial phase of the pipeline will connect the Boardman site to the Port of Morrow, and a later phase will extend the pipeline further east to the Port of Umatilla, Hermiston and Pendleton to supply additional users of clean hydrogen.

Engaging with communities and delivering community benefits: The project will provide environmental and economic benefits for communities in the project area, including:

- Meaningful engagement and feedback opportunities with local governments, nearby communities, and stakeholders as the project is designed and implemented
- Commitment to a Project Labor Agreement for construction and opportunities for local hiring and workforce development in Eastern Oregon
- Focus on and engagement with disadvantaged communities

As part of a regional effort, the Boardman Renewable Hydrogen Project delivers:

- ✓ Renewable hydrogen to store renewable energy and help decarbonize the Pacific Northwest
- ✓ Jobs and apprenticeship opportunities to develop a diverse Oregon clean energy workforce
- ✓ Economic impact from a major public and private investment, including property taxes that support local governments, direct and indirect jobs, and the beginning of a clean hydrogen economy in Eastern Oregon.



BOARD OF COMMISSIONERS

110 N Court St. • P.O. Box 788
Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

David Sykes, Chair
Jeff Wenholz, Commissioner
Roy Drago Jr., Commissioner

March 15, 2023

U.S. Department of Energy
Office of Clean Energy Demonstrations
1000 Independence Avenue S.W.
Washington, D.C. 20585

RE: Letter of Support – Boardman Renewable Hydrogen Project, Subrecipient of the Pacific Northwest Hydrogen Hub (PNWH2), DE-FOA-0002779

Dear U.S. DOE OCED Representative,

We are pleased to support the Boardman Renewable Hydrogen Project, part of the PNWH2 proposal that would make the Pacific Northwest a clean, low-carbon hydrogen production and distribution hub. This project will deliver high quality jobs, and increase economic development and property tax revenue for Morrow County services.

The Boardman Renewable Hydrogen Project aims to accelerate the production and commercialization of renewable hydrogen to help decarbonize the region's energy, transportation, and industrial sectors. It will also support a renewable hydrogen economy in eastern Oregon, thereby supporting Morrow County residents and businesses.

Morrow County and Portland General Electric (PGE) have a long history of partnerships, including the Wheatridge Renewable Energy Facility Project. We look forward to continuing to work with PGE as the project develops.

The Morrow County Board of Commissioners supports the PNWH2 Hub Proposal and the Boardman Renewable Hydrogen Project, and recommends DOE fund this important effort for our region and communities.

Sincerely,

David Sykes
Chair

Jeff Wenholz
Commissioner

Roy Drago Jr.
Commissioner



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

(For BOC Use)
Item #
5d

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

Presenter at BOC:
Department: Administration
Short Title of Agenda Item: Fee Reduction Request
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: March 15, 2023

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
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
R. Vandervell 3/13/2023 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

A request has been submitted by Carla McLane Consulting, LLC to consider the application fees and a reduction of the fees for renewable energy projects. If granted, this request could set a precedent if the BOC reduces fees.

I recommend that the BOC direct staff to review the entire County Fee Schedule and bring back recommendations to the BOC, and take no action on this request at this time.

2. FISCAL IMPACT:

Unknown at this time.

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

1. BOC make a motion to authorize County Staff to review the County's Fee Schedule and bring recommendations back to the BOC.
2. BOC make a motion to reduce set fees in a specified amount for Ros Vrba
3. Other action deemed necessary.

Attach additional background documentation as needed.

Carla McLane Consulting, LLC
170 Van Buren Drive
Umatilla, Oregon 97882
541-314-3139
mclane@eoni.com

March 8, 2023

David Sykes, Chair (VIA EMAIL)
Morrow County Board of Commissioners
Morrow County Bartholomew Building
110 North Court Street
Post Office Box 788
Heppner, Oregon 97836

Chair David Sykes:

The purpose of this letter is to request consideration for a small project and an independent developer to have the application fee reduced to a more reasonable level. Specifically this request is to remove the surcharge that is attached to renewable energy projects.

The current Fee Schedule requires an application fee for a Conditional Use Permit of \$2,500 plus an additional fee per Megawatt (MW) of \$500. Sadly, this did start when I was with Morrow County, and I do not at this point recall the reasons for adding this additional per MW fee but working from the other side of the table now representing the applicant it seems a bit excessive. Interestingly in 2021 a change was made that appears to either exempt facilities under 10 MW in size or allows for a reduction in fees for the first 10 MW. In the situation I am talking about it has not resulted in a reduction of the fee for the first 10 MWs. If it was used in this way the current request would be \$5,000 per project or a total of \$10,000 lower.

Ros Vrba is the developer of two proposed solar energy projects in Morrow County and would like to do more of this type of development. But the assessed fee of \$90,000 for his two project sites (at 40 MWs each) and the Associated Transmission Line does take ones breath away. This breaks down to \$44,000 for each solar project and \$2,000 for the Associated Transmission Line.

To understand how Morrow County fits into the scheme of fees for this type of development some internet research was done looking at other counties in Oregon that do some energy permitting. In many cases the focus is still on wind. The following is what I found for 12 different counties and is presented relative to the subject project:

County	Description	Fee
Harney	Comprehensive Plan	\$550 x 2
	Conditional Use Permit	\$450 x 2
	Site Plan	\$35 x 3
	Total	\$2,205

Lake	Utility Solar (per acre) Total	\$100 \$80,000+
Deschutes	Conditional Use (new destination resort) Zone Change Conditional Use (transmission) Total	\$17,723 x 2 \$6,689 x 2 \$5,373 \$54,199
Crook	Conditional Use – Commercial Energy Comprehensive Plan Site Plan Review – Utility Facilities Total	\$11,000 x 2 \$8,220 x 2 \$3,330 \$41,770
Klamath	Commercial Solar Facilities (per acres) Total	\$150 \$120,000
Yamhill	Conditional Use Permit Plan Amendment with Exception Site Design Review Total	\$2,809 x 2 \$6,566 x 2 \$1,219 \$19,969
Wasco	Power Generating Facility (Commercial) Assume a tower = to 3MW Total	\$5,814.60 + \$1,100/tower x 2 \$40,961
Union	Quasi-Judicial Decision Plan Amendment with Exception Administrative Decision Total	\$300 x 2 \$1,200 x 2 \$150 \$3,150
Sherman	Conditional Use Permit (wind farms) Amendment with Exception Total	\$2,000 x 2 \$1,150 x 2 \$6,300
Umatilla	Conditional Use Permit (Commercial) Assume a tower = to 3MW Comprehensive Plan Land Use Decision (facility necessary) Total	\$5,000 + \$1,000/tower x 2 \$1,000 x 2 \$2,500 \$41,166.67
Jackson	Conditional Use Permit Comprehensive Plan Amendments Administrative Decision Total	\$2,996 x 2 \$5,274 x 2 \$1,169 \$17,709
Jefferson	Conditional Use Permit Comprehensive Plan Amendments Administrative Decision Total	\$2,250 x 2 \$3,250.00 \$1,050 \$12,050

There is a lot of variability from a low of \$2,200 in Harney County to a high of \$120,000 in Klamath County. But the mean or average is not in the \$80,000 range and would be more consistently around \$40,000.

Concern also arises from knowing that while staff time can be extensive with this type of project, I cannot believe that it would be in the range of \$90,000. In past years the County Court and subsequent Board of Commissioners did not appear to drive fees to become the sole support of the Planning

Department. There was a commitment to the Planning Department funding coming from a reasonable balance of fees and general fund support.

This letter is requesting consideration of the application fees and a reduction of the fees for renewable energy projects to something commensurate with the other Planning Department application fees. As the fees for energy facilities are the only action that has a surcharge applied our suggestion would be that the per MW fee be removed for a reduction of \$80,000. The remaining application fees for the Conditional Use Permit, Comprehensive Plan Amendment, and Land Use Decision for the Associated Transmission Line totaling \$10,000 are reasonable and could even cover a significant portion of the costs of staff and notice.

I look forward to discussing this request with you at your earliest convenience. Please let me know when that might work in your busy schedule.

Cordially,

A handwritten signature in cursive script that reads "Carla McLane".

Carla McLane
Carla McLane Consulting, LLC

cc: Ros Vrba (VIA EMAIL)
Roberta Vanderwall (VIA EMAIL)
Roberta Lutcher (VIA EMAIL)
Tamra Mabbott, Planning Director (VIA EMAIL)

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Port of Morrow and City of Boardman have requested that the Area of Influence of the Columbia River Enterprise Zone 3 (CREZ 3) be expanded to allow the City of Boardman to have involvement and voting authority for enterprise zone property that is adjacent to property already included in the area of influence for the City of Boardman. Both the Port of Morrow and City of Boardman have approved this amendment (City of Boardman approving on March 7, 2023).

NOTE: The Amendment approved by the City of Boardman and Port of Morrow are titled "Amendment 2". The title of Amendment 2 is based upon the Port of Morrow initially approving a Amendment 1. There is no currently approved Amendment 1, and Morrow County is considering the Amendment 2 as it is titled because it has been approved as written by the City of Boardman and Port of Morrow.

2. FISCAL IMPACT:

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

Motion to approve Amendment #2 of the intergovernmental agreement for the Columbia River Enterprise Zone III.

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE**

Amendment #2

THIS INTERGOVERNMENTAL AGREEMENT (IGA), was made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the Port of Morrow and City of Boardman hereafter referred to as the "Entities" dated February 16, 2021.

1. **DATE:** The effective date of this CREZ III Amendment will be when fully executed by all parties involved.
2. **PARTIES:** Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19). Additional this agreement includes City of Boardman.
3. **PURPOSE:** This IGA Amendment #2 is for the purpose of modifying the city area of influence map as identified on Exhibit B attached. This IGA will be attached as Exhibit B to the IGA between Port of Morrow, Morrow County and City of Boardman that creates and manages the CREZ III within City Area of Influence. This Amendment expands the Map A area of influence for Boardman to include property west and east of Tower Road to now be included in the Boardman area of influence.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed in parts and is effective on the date the last Sponsor Entity signs.

MORROW COUNTY BOARD OF COMMISSIONERS

Dated the ____ day of _____, 2023.

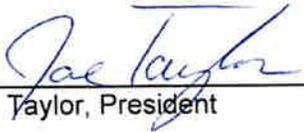
David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

PORT OF MORROW BOARD OF COMMISSIONERS

Dated the 8 day of March, 2023.



Joe Taylor, President

ATTEST:



Rick Stokoe, Secretary

CITY OF BOARDMAN

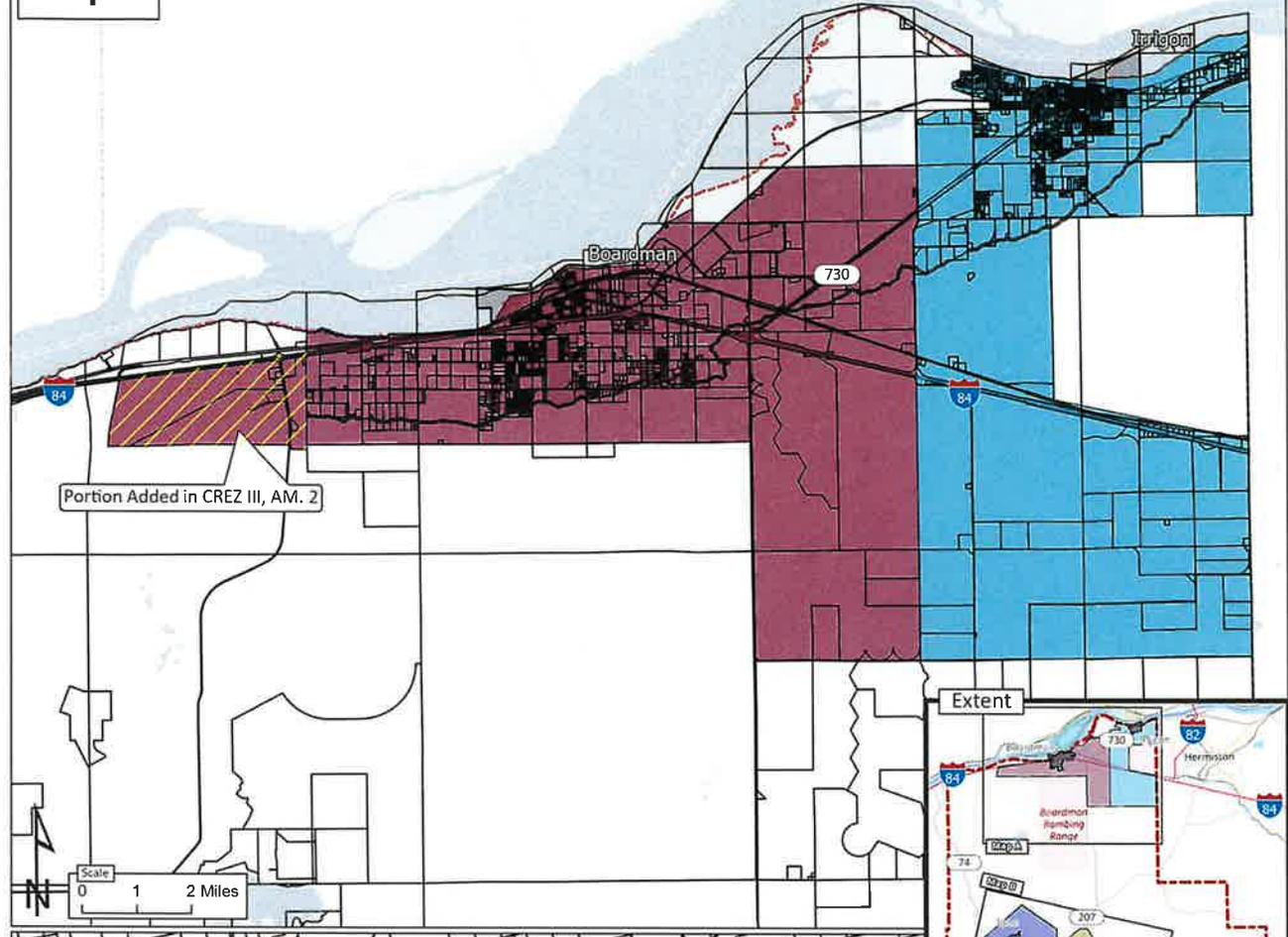
Dated the ____ day of _____, 2023.

Paul Keefer, Mayor

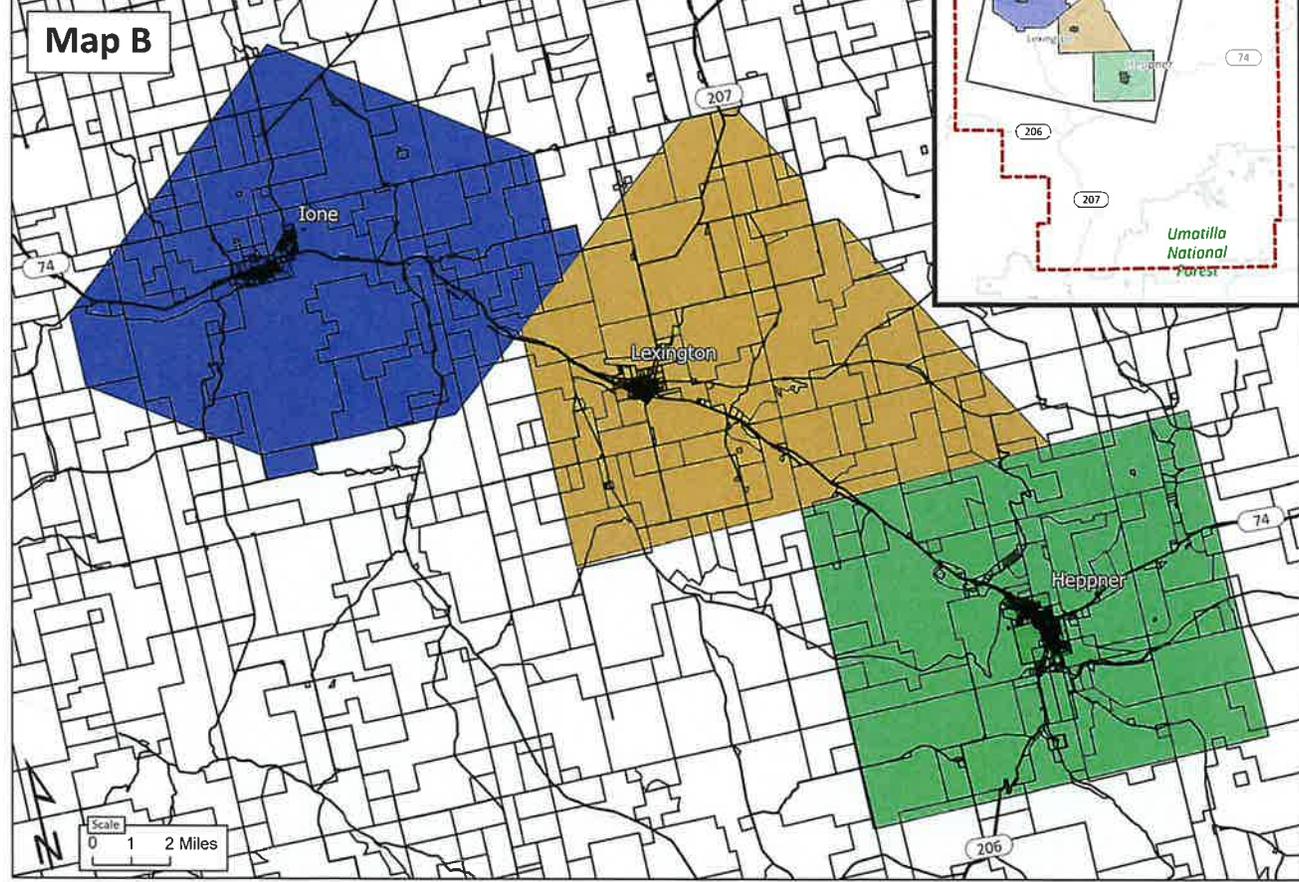
ATTEST:

Rick Stokoe, City Manager Pro Tem

Map A



Map B



MORROW COUNTY
2023 CREZ III
Influence Areas

Legend	
Boardman = 35,406 ac ²	Ione = 32,381 ac ²
Heppner = 32,051 ac ²	Irrigon = 32,749 ac ²
	Lexington = 32,189 ac ²

Cartography By: Stephen Wrecics
 Morrow County Planning Department
 Coordinate System: NAD83 Oregon GIC Lambert ft
 Datum: North American 1983
 Projection: Lambert Conformal Conic
 Date Saved: 3/14/2023 7:18 AM

**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE**

Amendment #2

THIS INTERGOVERNMENTAL AGREEMENT (IGA), was made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County and the Port of Morrow hereafter referred to as the "Entities" dated February 10, 2021.

1. **DATE:** The effective date of this CREZ III Amendment will be when fully executed by all parties involved.
2. **PARTIES:** Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19).
3. **PURPOSE:** This IGA Amendment #2 is for the purpose of modifying the city area of influence map as identified on Exhibit B attached. This IGA will be attached as Exhibit B to the IGA between Port of Morrow and Morrow County that creates and manages the CREZ III. This Amendment expands the Map A area of influence for Boardman to include property west and east of Tower Road to now be included in the Boardman area of influence.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed in parts and is effective on the date the last Sponsor Entity signs.

MORROW COUNTY BOARD OF COMMISSIONERS

Dated the ____ day of _____, 2023.

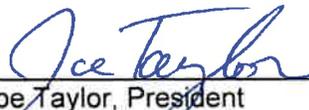
David Sykes, Chair

Jeff Wenholz, Commissioner

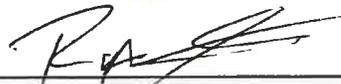
Roy Drago Jr., Commissioner

PORT OF MORROW BOARD OF COMMISSIONERS

Dated the 8 day of March, 2023.

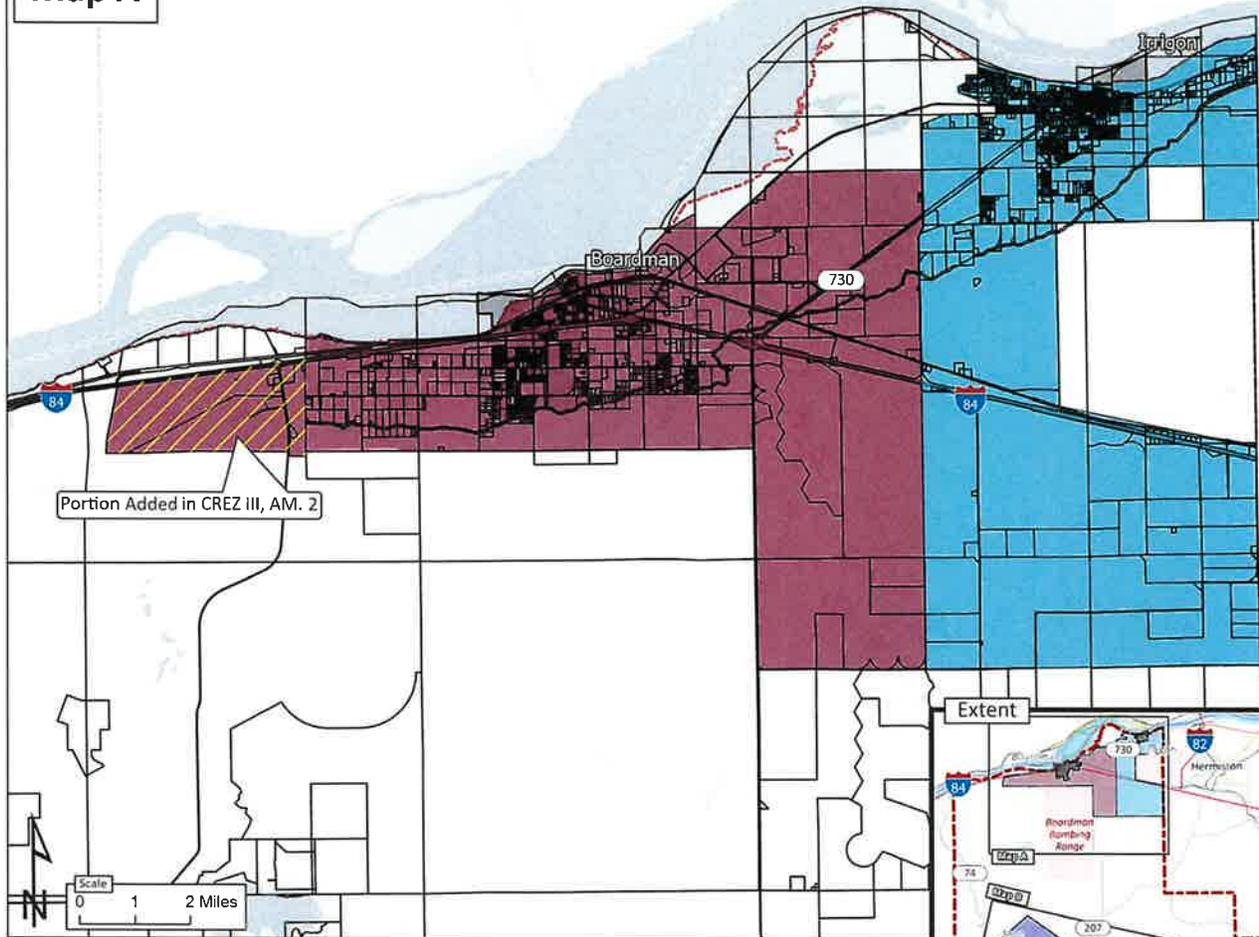


Joe Taylor, President

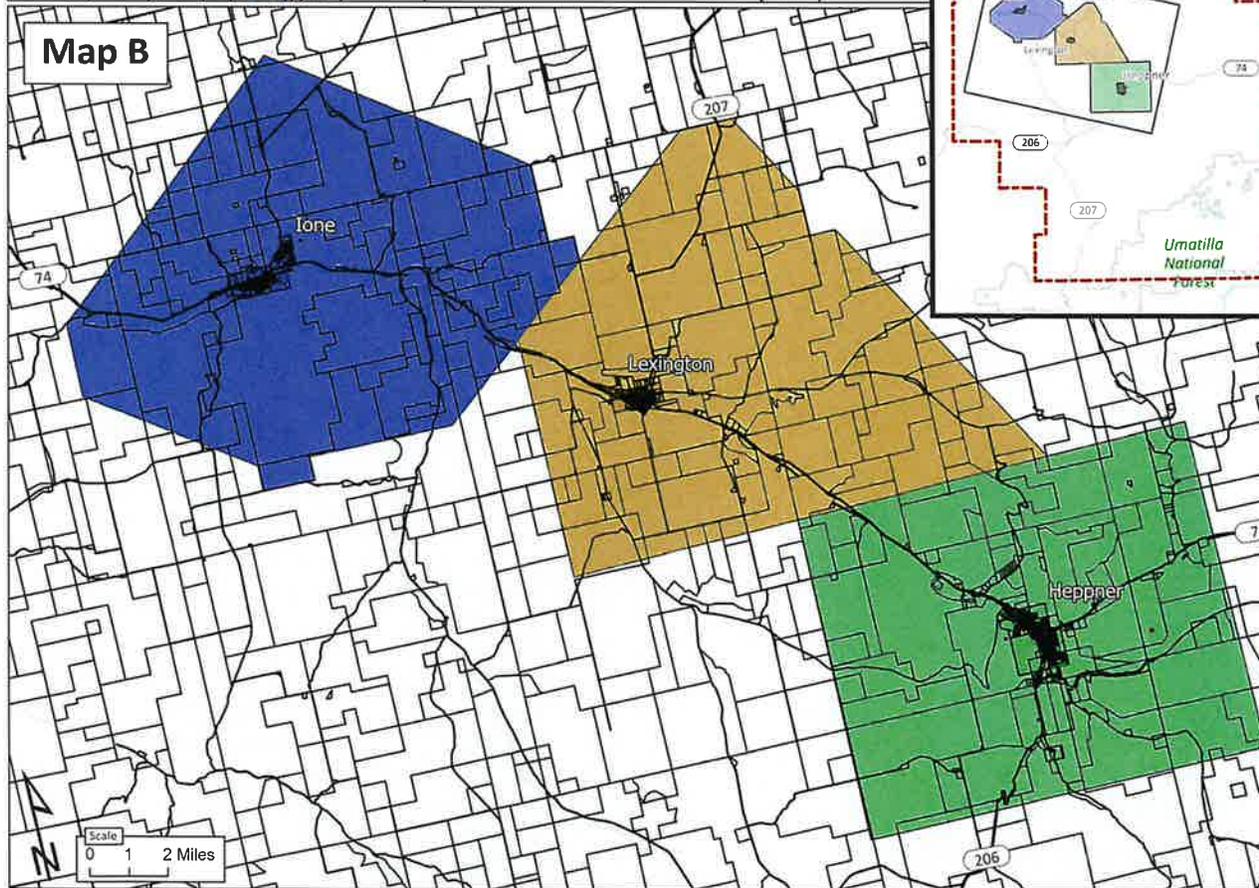


Rick Stokoe, Secretary

Map A



Map B



**2023 CREZ III
Influence Areas**

Legend

Boardman = 35,406 ac ²	Ione = 32,381 ac ²
Heppner = 32,051 ac ²	Irrigon = 32,749 ac ²
	Lexington = 32,189 ac ²



Date Saved: 3/14/2023 7:18 AM

Cartography By: Stephen Wreccics
Morrow County Planning Department
Coordinate System: NAD83 Oregon GIC Lambert ft
Datum: North American 1983
Projection: Lambert Conformal Conic

AMY ROGERS	CUSTOM DESIGN AND ILLUSTRATION
ROGERS DESIGN CO.	RDC23-P01
PO BOX 72, ATHENA, OREGON 97813	
541.429.2549		BEEZWAXGIRL@YAHOO.COM

PROPOSAL

SUBMITTED
January 9, 2023

CLIENT
Morrow County

CONTACT
Karen Wolff

PROJECT
Bartholomew Building Interpretive Sign

PROPOSAL	ESTIMATE
Design of interpretive sign explaining the history of Judge Bartholomew and his contributions to Morrow County and the Heppner community.	\$340
Printing and production of 18"x24" interpretive sign, delivery to Heppner, and professional installation on interior wall of Bartholomew Building.	\$390
TOTAL	\$730





Judge Alba G. Bartholomew

The Bartholomew Building is named for Judge Alba G. Bartholomew, honoring his service and dedication to the Heppner community and contribution to post-flood Morrow County.

Alba Bartholomew was both enterprising and progressive, and his first consideration was for the public welfare. The construction of Morrow County's fine stone courthouse was largely due to his efforts and he was an early promoter of the IOOF stone block on the west edge of Main Street.

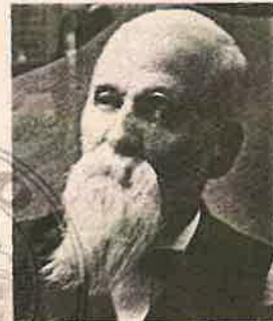
When the worst natural disaster in Oregon's history struck the morning of June 14, 1903, Alba and his 19-year-old son, Fred, were rehearsing 60 children at the Methodist-Episcopal Church South for Children's Day. Bartholomew refused to let any of the children go out into the storm after rehearsal. It was later calculated that at least 23 of those children would have died trying to get home.

Alba Bartholomew and two other men were named to the Relief Committee two days after the flood. They spent two and a half months interviewing the survivors and determining who would receive support from funds donated to the community.

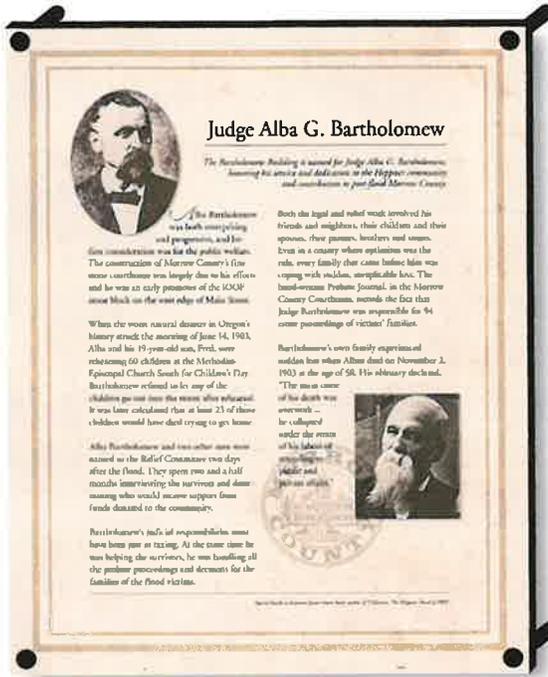
Bartholomew's judicial responsibilities must have been just as taxing. At the same time he was helping the survivors, he was handling all the probate proceedings and decisions for the families of the flood victims.

Both the legal and relief work involved his friends and neighbors, their children and their spouses, their parents, brothers and sisters. Even in a county where optimism was the rule, every family that came before him was coping with sudden, inexplicable loss. The hand-written Probate Journal, in the Morrow County Courthouse, records the fact that Judge Bartholomew was responsible for 94 estate proceedings of victims' families.

Bartholomew's own family experienced sudden loss when Albus died on November 2, 1903 at the age of 58. His obituary declared, "The main cause of his death was overwork ... he collapsed under the strain of his labors of attending to public and private affairs."



Special thanks to historian Joann Green Byrd, author of "Calamity: The Heppner Flood of 1903"



Design would be printed then mounted to black rigid substrate. Hardware mounted at the corners will float the sign approximately 1" off the wall surface.



Proposed installation location—lobby of Bartholomew Building

Decorative corbels add an older look to Morrow County's new administration building and the columns along the side are just one of the ways the new building blends with the existing courthouse.



THE BARTHOLOMEW BUILDING DEDICATION



110 N COURT ST.
HEPPNER, OREGON

Friday, March 18, 2016
At 2:00 p.m.

Refreshments to follow

Named after Judge Bartholomew, the Morrow County Judge in 1903 who shouldered much of the burden of recovery from the tragic Heppner Flood.



Judge Terry K. Tallman
Commissioner Leann Rea
Commissioner Don Russell
Former Commissioner Ken Grieb
Term of Service- 2006-2014
(Planning and Construction phase)



WENAHA
GROUP



Meier
ARCHITECTURE • ENGINEERING

The Bartholomew Building is named in honor of the man who was county judge during the Heppner Flood, Alba G. Bartholomew.

Early in the construction process of the building, Morrow County

sought for a name for the structure. A suitable candidate emerged when Joann Green Byrd, author of "Calamity: The Heppner Flood of 1903" submitted Bartholomew's name.

Bartholomew's connections to Morrow County are significant. He was in his second term as Morrow County Judge on June 14, 1903; the date of the worst natural disaster in Oregon's history.

He was also the founder and superintendent of the Methodist-Episcopal Church South Sunday school.

On that June morning, he and his 19-year-old son, Fred, had 60 children at the church rehearsing for Children's Day.

"When the rehearsal was over, Bartholomew refused to let any of the children go out into the storm," Byrd wrote. It was later cal-



culated that at least 23 of those children would have died trying to get home.

Bartholomew himself lost neither his home nor any of his family. He did, however, have to make major repairs to his Star Rooming House.

"Two days after the Flood, Bartholomew and two

other men were named to the Relief Committee, and it appears to me that he interviewed all (or at least most) of the survivors who would—or would not—receive money or other support from funds donated to the community," Byrd continued.

At the same time he was helping the survivors, Judge Bar-



Alba G. Bartholomew

tholomew was handling all the probate proceedings and decisions for the families of flood victims. The hand-written Probate Journal, in the Morrow County Courthouse, records the fact that Judge Bartholomew was responsible for 94

estate proceedings of victims' families.

Byrd's book provides additional

details on Bartholomew's contribution to post-flood Morrow County:

"He spent parts of the next two and a half months interviewing survivors. Alba's judicial responsibilities must have been just as taxing. Both the legal and relief work involved his friends and neighbors, their children and their

spouses, their parents, brothers and sisters. Even in a county where optimism was the rule, every family that came before him was coping with sudden, inexplicable loss."

Bartholomew's own family experienced sudden loss when he died on Nov. 2, 1903 at the age of 58. His obituary declared, "The main cause of his death was over-

work...he collapsed under the strain of his labors of attending to public and private affairs...."

His granddaughter, Mary Bartholomew Sether, wrote a book, "The Judge's Family." In it, Sether quotes his obituary further:

"While he was very enterprising and progressive, his first consideration was for the public welfare. The

building of Morrow County's fine stone courthouse was largely due to his enterprise. He was one of the promoters in the building of the IOOF stone block and other substantial monuments that stand to-



day in his memory..."

In fact, that row of stone buildings on the west edge of Main Street, which currently house Murray's Drugs, Sweet Productions Restaurant, and the IOOF Lodge, turned the flood waters and saved both the business district and an untold number of lives.

When Byrd's findings were passed on to current Morrow County Judge Terry Tallman, the choice immediately resonated with him, and his fellow commissioners.

"Not only did he do something

to get that building (the courthouse) built, but he did all those things to serve the flood victims of Morrow County, both those who lived



and those who died," said Tallman.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Pursuant to a formal Request for Proposal process in 2021, Karie Walchli Consulting was selected to provide tourism services for Morrow County. County and Walchli entered a contract in December 2021. The term was for one year, which was shorter than what was intended. The current agreement expired December 21, 2022. However, Karie Walchli continues to provide tourism consulting services for Morrow County. Her most recent presentation to the Board of Commissioners was on February 8, 2023.

The procurement was completed as a Sole Source Procurement as provided for in ORS 279B.075.

The renewed contract would allow Mrs. Walchli to continue the work she has done for the past 15 months. Her expertise and experience doing this work for Umatilla County for 15+ years, as well as for Morrow County, makes her uniquely qualified. The choosing a new contractor would likely result in increased costs and delays in the work.

The intent was that the contract would continue, however, the contract was written and approved for a one year period. Since neither the RFP nor the contract included renewal language, the contract should be advertised.

Staff requests permission to post a notice on county website showing county's intent to extend the contract.

The updated Contract and Scope of Work is attached.

2. FISCAL IMPACT:

Not to exceed \$40,300.

Exhibit A includes a list of deliverables, reimbursements, conference expenses (shared with Umatilla County) and Product Tasting at annual AOC event.

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

Motion to approve the professional services agreement with Karie Walchli and authorize Tamra Mabbott, Morrow County Planning Director, to post a public notice of intent to award the contract and execute the agreement if no protest is received during the seven day protest period.

Attach additional background documentation as needed.

Independent Tourism Development Contractor Agreement

This Agreement is made between Morrow County ("Client") with a principal place of business at 110 N. Court St., Heppner, OR 97836, and Karie Walchli ("Contractor"), with a principal place of business at 79373 Lehmans Lane, Stanfield, OR 97875.

1. Services to Be Performed

STATEMENT OF WORK

The Contractor shall perform the work and will deliver work products as listed here in:

SECTION 1 - SCOPE OF WORK:

1. Identify tourism opportunities and assets in Morrow County.
2. Direct the Destination Development process.
3. Create a Strategic Plan for Morrow County Tourism.
4. Represent Morrow County at local, regional, state and national events.
5. Pursue grants and other funding to fund tourism work and for tourism-related projects. (This task will be coordinated with County liaison.)
6. Support various tourism-related projects.
7. Work collaboratively with local chambers of commerce, and other community groups such as Ione Community Agri-Business Organization (ICABO), Boardman Community Development Association (BCDA), and Willow Creek Valley Economic Development Group (WCVEDG), to coordinate tourism and in development of the Strategic Plan.
8. Create social media and content marketing to promote Morrow County tourism.

SECTION 2 – SCOPE OF SERVICES – To include, but not be limited to the following:

1. Establish, coordinate, organize and conduct regular meetings with a tourism committee.
2. Develop a network of partners, such as the local chambers of commerce.
3. Promote Morrow County tourism assets at community forums and economic summits.
4. Fulfill requests for information and distribute tourism materials to local, state and federal agencies, and other partners, as well as private businesses.
5. Build, maintain and present an annual budget.
6. Present a bi-annual report of activities and accomplishments to the Board of Commissioners to include a report on consultant's tourism activities, as well as a report on economic impact of travel and tourism in Morrow County.
7. Encourage cross-promotion of events and attractions.
8. Direct and assist committees with developing and promoting County events.
9. Read, analyze and report on lodging properties, and local and statewide studies of the economic impact on travel and tourism in Morrow County.
10. Attend regional and statewide tourism meetings. Prepare and attend conferences, conventions, trade shows and events representing Morrow County's travel and tourism assets and opportunities.

11. Seek and secure funding assistance in the form of grants, agreements, and local commitments for development of events and assets.
12. Develop and maintain a Strategic Plan.

SECTION 3 – DELIVERABLES – See attachment EXHIBIT A

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: \$2,625.00 per month, plus up to \$400.00 (not-to-exceed \$4,800.00 yearly) monthly reimbursement. Along with a reimbursement up to \$1,000.00 for industry conferences (i.e.: Travel Oregon's Governor's Conference on Tourism, Oregon Destination Marketing conference) for registration, hotel, mileage and meals.

Contractor shall be paid within the next check issue/cycle date after Contractor submits an invoice to Client. Additional funding may be added at the recommendation of the Morrow County Tourism liaison. Reimbursements for mileage, meals and lodging, etc., will be on a separate invoice, with copy of receipts, and do not have any leverage on the Contractor's contracted monthly payment. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed. The payment will be mailed to: Karie Walchli, P.O. Box 1317, Hermiston, OR 97838 (note that mailing address is different than physical address).

3. Expenses

Contractor shall be responsible for all other non-reimbursable expenses incurred while performing services under this Agreement. This includes automobile, vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; and all salary expenses.

4. Vehicles and Equipment

Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status (to be reviewed annually)

Contractor is an independent contractor. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

[Check all that apply]

1. [X] Contractor has the right to perform services for others during the term of this Agreement.
2. [X] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
3. [X] Neither Contractor nor Contractor's contract personnel shall be required by Client to devote full-time to the performance of the services required by this Agreement.

6. Business Licenses, Permits and Certificates

Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

1. Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf.

Contractor will:

1. Pay all state and federal taxes incurred while performing services under this Agreement.

9. Unemployment Compensation

Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain Workers' Compensation insurance on behalf of Contractor.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

1. Automobile liability insurance for each vehicle used in the performance of this Agreement, including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles, in the minimum amount of \$ _____ combined single limit per occurrence for bodily injury and property damage.
2. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$ _____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.
3. Contractor (sole proprietor) is solely responsible for providing their own fully insured transportation and assumes all risks in any development endeavors within the Morrow County contract.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

1. This Agreement will become effective when signed by both parties (see last page) and shall be reviewed yearly.

2. Agreement will be reviewed annually and Scope of Work will be updated annually. Upon mutual agreement of the Scope of Work outlined in Exhibit A, by client, Finance Director and Planning Director, contract may automatically be renewed. Renewal may include a maximum 5% increase annually

14. Terminating the Agreement

1. Termination with Reasonable Cause. With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:
 - a. A material violation of this Agreement, or
 - b. Any act exposing the other party to liability to others for personal injury or property damage, or
2. No Cause Termination. Either party may terminate this Agreement at any time by giving 45 days' written notice to the other part of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by writing, signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Morrow County, Oregon. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Morrow County, Oregon. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third-party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

1. The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use.
2. Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of.

3. Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
4. Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

1. The product of all work performed under this Agreement ("Work Product"), including without limitation, all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client; and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.
2. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
3. The Client will be entitled to use Contractor's name and/or likeness for use in advertising and other materials.
4. Deliverables (see Section 1 and Exhibit A) shall be property of Morrow County.
5. Upon termination of this Agreement, Contractor shall provide all login and access information required for Morrow County to access websites, social media platforms, and other items created under this Agreement for Morrow County.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by law, within the State of Oregon, giving effect to conflict of laws principles.

23. Client shall deliver to Contractor:

1. Previous photos and any other applicable marketing material previously used to start an historical data base to use for development and promotional opportunities on which to build.
2. Access of records/information/and material of previous tourism development by the County or others representing the County.
3. Contact information of those that County deems important to be involved in tourism development process.
4. Historical list/guide of tourism assets, attractions, events including locations and contact persons on which to have reference to build.
5. Access to County guidelines, permitting process, land use laws for agritourism development; and any other information deemed helpful in this line item of development.

Signatures

Client/Owner: _____
Printed Name

Signature

Date

Contractor: _____
Printed Name

Signature

Date

Taxpayer ID Number

Attachments: **Exhibit A**

Morrow County Tourism Contract

Exhibit A

SECTION 3 – DELIVERABLES 2023 -2024

1. Continue Destination Development process with the communities in Morrow County.
2. Develop final Tourism Strategic Plan to present to the Morrow County Board of Commissioners for formal adoption. Update as needed.
3. Continue to network with industry partners who have an interest in tourism; maintain relationships with community leaders, chamber directors, event and attraction directors, forestry public affairs officers, destination marketing representatives, tribal representatives, and regional and state tourism directors in order to maintain a cohesive and collaborative program for creating awareness of travel and tourism.
4. Coordinate, organize and conduct scheduled meetings with Tourism Committee. Meetings should be no less than semi-annual but may be quarterly, depending on projects and deadlines. Create and distribute agendas and minutes, track and follow-up on action items, compile and distribute information packets and reports to Tourism Committee.
5. Maintain information inventory of community events, attractions, producers/committees, and places to eat, stay and play, for submission to media outlets and digital data base systems for OTIS (Oregon Tourism Information System).
6. Develop and maintain a social media presence such as Facebook and Instagram, as well as other emerging platforms, as available and appropriate.
7. Create a travel itinerary for visitors on points of interest. This product will be reviewed and approved by the Tourism Committee and presented to the Morrow County Board of Commissioners. Update as needed.
8. Construct, present and maintain a yearly approved tourism budget.

9. Make presentations about the Morrow County tourism industry, tourism assets and economic impacts. Presentations will be made at community forums, economic development summits, and at other events where promotion would be appropriate.

10. Twice annually, present a report of activities and accomplishments to the Morrow County Board of Commissioners.

11. While Contractor shall be sole access to social media platform, Contractor is required to provide current log-in and access information for all social media accounts as created in this Agreement for Client. Client will store the access information in case of emergency use and/or use after termination of this Agreement as allowed in Section 14.

2023-2024 BUDGET

ITEM	MONTHLY	YEARLY	EXPLANATION
Contract	\$2,625.00 mo.	\$31,500.00	20–25 hours/week (minimum)
Reimbursements (fluctuates monthly)	\$400.00 mo.	\$4,800.00	Mileage, supplies, etc.
Industry Conference - Travel Oregon’s Governor’s Conference on Tourism		\$1,500.00	(Reimbursable) Industry conferences, registration and hotel
Association of Counties Product Tasting Event		\$2,500.00	Funds to purchase product for Morrow County Businesses to showcase at the yearly product tasting event at AOC

Total Contract		\$40,300.00 (NTE)	Not-to-Exceed
THIS IS PAID IN ANOTHER FUND BY MORROW COUNTY		EOVA \$2,000.00	Eastern Oregon Visitors Assoc. Regional Destination Marketing Organization

2023-2024 TIMELINE (tentative and subject to change)

DATE (+/- relative)	OBJECTIVE	NARRATIVE
Jan- March/April	<p>Present 2022 DD report to BOC.</p> <p>Convene Tourism Committee to go over final 2022 Destination Development report and choose 1-3 action items/goals.</p> <p>Start search for appropriate grants.</p> <p>First drafts of Strategic & Marketing plans.</p>	<p>After DD report is given and committee appointed and formed, distribute report, facilitate meeting and decide on action items so grant seek process can begin.</p> <p>According to DD report findings, and a presented outline draft of the strategic and marketing plan, make final changes and implementations to present for approval.</p> <p>After initial in person committee meeting much of the committee</p>

	<p>Conduct quarterly committee meetings.</p>	<p>work can be conducted via zoom meetings and emails if so desired.</p>
<p>March – June/July</p>	<p>Finalize Strategic plan & Marketing plan according to DD report findings.</p> <p>Seek grants for action items/goals.</p> <p>Conduct quarterly committee meetings.</p>	<p>Implement Strategic plan and Marketing plan to align with work.</p> <p>Network and collaborate with entities that could further the grants applications and goal development process.</p>
<p>June – September/October</p>	<p>Continue grant efforts and development of goals.</p> <p>Conduct quarterly committee meetings.</p>	<p>Continue development of action items/goals for 2023.</p> <p>Network and collaborate with entities that could further the grants applications and goal development process.</p>

<p>September - December</p>	<p>Start to draft a 2024 Plan of action. Continue with goals / grants development.</p> <p>Conduct quarterly committee meetings.</p>	<p>Continue development of action items/goals for 2023.</p> <p>Gather committee information on a desired outlook for 2024.</p> <p>Make adjustments to Strategic and Marketing plan for 2024.</p>
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Tourism is a fluid industry that changes seasonally with attractions, events, and opportunities.

Continual development will always be taking place.

Grant research and applications will be done in conjunction with County liaison.

All of the listings within the SCOPE OF WORK, SCOPE OF SERVICES will be conducted as we move through this timeline as applicable. DELIVERABLES will be as noted in contract.

This is a tentative timeline and subject to change.

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

(For BOC Use)
Item #
5h

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

Presenter at BOC: Eric Imes / Mike Haugen
Department: Public Works - Roads
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 1/31/2023
Requested Agenda Date: 3/15/2023

Approval of the Five Year Road Plan

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

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

Reviewed By:

Eric Imes 1/31/23 Department Director Required for all BOC meetings
Roberta Vanderwall 3-15-23 County Administrator Required for all BOC meetings
County Council *Required for all legal documents
Kevin Ince (verbal approval) 3/8/23 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

During the Road Committee meeting in May of 2022, I shared with the Committee the road maintenance work that had been done for the first year of this Five Year Road Plan. Due to the restraints of the COVID Pandemic, the Road Committee had not met since December 2020.

On November 17, 2022 the Road Committee unanimously voted to approve the attached five year road plan for maintenance and paving ending fiscal year 2025/2026. The gray highlighted projects have been completed.

The Homestead Lane paving project is scheduled to be contracted out.

The Five Year Road Plan may be re-prioritized depending on annual funding.

I hope to fit in the Blackhorse paving project somewhere during this Five Year Plan if funding can be obtained.

2. FISCAL IMPACT:

No fiscal impact to approve the Five Year Road Plan

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

Motion to approve the Five Year Road Plan ending fiscal year 2025/2026

Attach additional background documentation as needed.

	Asphalt Projects	\$ Per Ton	Tons	Sub Total	Total Cost	
ALPINE	chip seal (repair)	\$ 450.00	51.5	\$ 23,175.00		
	fog seal	\$ 280.00	16	\$ 4,480.00	\$ 27,655.00	
STRAWBERRY	double chip	\$ 450.00	12	\$ 5,400.00		
	fog seal	\$ 280.00	2	\$ 560.00	\$ 5,960.00	
BOMING RANGE	South Portion 10 miles	double chip	\$ 445.42	633	\$ 281,950.86	
	fog seal	\$ 280.00	94	\$ 26,320.00	\$ 308,270.86	
KILKENNY	chip seal	\$ 445.42	85	\$ 37,860.70		
	fog seal	\$ 280.00	26.75	\$ 7,490.00	\$ 45,350.70	
LITTLE BUTTER CREEK	5.1 miles nort end	chip seal	\$ 445.42	140	\$ 62,358.80	
	fog seal	\$ 280.00	47	\$ 13,160.00	\$ 75,518.80	
MEYERS	chip seal	\$ 445.42	143	\$ 63,695.06		
	fog seal	\$ 280.00	14.5	\$ 4,060.00	\$ 67,755.06	
S. SAND HOLLOW	1.5 miles north end	chip seal	\$ 445.42	43.5	\$ 19,375.77	
	fog seal	\$ 280.00	50.5	\$ 14,140.00	\$ 33,515.77	
BASELINE (east)	chip seal	\$ 445.42	168.5	\$ 75,053.27		
	fog seal	\$ 280.00	58	\$ 16,240.00	\$ 91,293.27	
ELLA north of lone-Boardman	thin lift	\$ 47.00	2249	\$ 105,703.00		
	chip seal	\$ 445.42	269	\$ 119,817.98		
	fog seal	\$ 280.00	67.5	\$ 18,900.00	\$ 244,420.98	
BAKER LN	chip seal	\$ 445.42	62.25	\$ 27,727.40		
	fog seal	\$ 280.00	10.6	\$ 2,968.00	\$ 30,695.40	
SPUR LOOP	.52 miles	chip seal	\$ 445.42	15.75	\$ 7,015.37	
	fog seal	\$ 280.00	4	\$ 1,120.00	\$ 8,135.37	
WILSON	east of main	chip seal	\$ 715.00	83	\$ 59,345	
	fog seal	\$ 415.00	29	\$ 12,035	\$ 71,380	
WASHINGTON	north of columbia	chip seal	\$ 715.00	82	\$ 58,630	
	fog seal	\$ 415.00	15	\$ 6,225	\$ 64,855	
8TH	columbia to washington	chip seal	\$ 715.00	40	\$ 28,600	
	fog seal	\$ 415.00	7	\$ 2,905	\$ 31,505	
WASHINGTON	north of columbia	chip seal	\$ 715.00	82	\$ 58,630	
	fog seal	\$ 415.00	15	\$ 6,225	\$ 64,855	
GRAVEL PIT LN	chip seal	\$ 715.00	14	\$ 10,010		
	fog seal	\$ 415.00	2.5	\$ 1,038	\$ 11,048	
7th.	chip seal	\$ 715.00	14	\$ 10,010		
	fog seal	\$ 415.00	2.5	\$ 1,038	\$ 11,048	
DEPOT	chip seal	\$ 715.00	103	\$ 73,645		
	fog seal	\$ 415.00	36	\$ 14,940	\$ 88,585	
MONTANA	chip seal	\$ 715.00	6.5	\$ 4,648		

				fog seal	\$ 415.00	2.25	\$ 934	\$ 5,581
OREGON (west)				chip seal	\$ 715.00	6	\$ 4,290	
				fog seal	\$ 415.00	2	\$ 830	\$ 5,120
2nd.				chip seal	\$ 715.00	22.75	\$ 16,266	
				fog seal	\$ 415.00	8	\$ 3,320	\$ 19,586
UTAH				chip seal	\$ 715.00	4.6	\$ 3,289	
				fog seal	\$ 415.00	1.5	\$ 623	\$ 3,912
UPPER RHEA CREEK sanford to gravel				double chip	\$ 715.00	144	\$ 102,960	
				fog seal	\$ 415.00	26	\$ 10,790	\$ 113,750
FULLER CYN				chip seal	\$ 715.00	9.5	\$ 6,793	
				fog seal	\$ 415.00	3	\$ 1,245	\$ 8,038
SPRUCE				chip seal	\$ 715.00	4.6	\$ 3,289	
				fog seal	\$ 415.00	1.5	\$ 623	\$ 3,912
BUNKER HILL hwy 74 to top of hill				chip seal	\$ 715.00	48	\$ 34,320	
				fog seal	\$ 415.00	8.5	\$ 3,528	\$ 37,848
MEADOW BROOK needs subgrade work	2" HMA overlay				\$ 82.00	0	\$ -	
BRENNER CYN				chip seal	\$ 715.00	53	\$ 37,895	
				fog seal	\$ 415.00	9	\$ 3,735	\$ 41,630
PIPELINE LP				chip seal	\$ 715.00	10	\$ 7,150	
				fog seal	\$ 415.00	3	\$ 1,245	\$ 8,395
RIPPEE	2" HMA overlay				\$ 82.00	700		\$ 57,400
PLEASANT VIEW	2" HMA overlay				\$ 82.00	575		\$ 47,150
RAND	2" HMA overlay				\$ 82.00	610		\$ 50,020
HOMESTEAD LANE	2 miles delayed	4" HMA overlay			\$ 82.00	0		\$ -
TOTAL								\$ 1,684,187
22-23								
FAIRVIEW	shim cattle guard pave either side				\$ 78.00	400		\$ 31,200
HIGH VIEW CEMETERY				chip seal	\$ 715.00	7.5	\$ 5,363	
				fog seal	\$ 415.00	2.5	\$ 1,038	\$ 6,400
capital	HOMESTEAD LANE	2 miles		4" HMA	\$ 130.00	6335		\$ 823,550
	FRONTAGE	5.95 miles		patching	\$ 56.50	482	\$ 27,233	
				thin lift HMA	\$ 60.00	4750	\$ 285,000	
				chip seal	\$ 700.00	157	\$ 109,900	
				fog seal	\$ 455.00	58	\$ 26,390	\$ 448,523
COUNTY LINE	.4 miles			thin lift HMA	\$ 60.00	320	\$ 19,200	
				chip seal	\$ 700.00	11	\$ 7,700	
				fog seal	\$ 455.00	4	\$ 1,820	\$ 28,720

	POLELINE RD.	4.94 miles	thin lift HMA	\$ 60.00	3900	\$ 234,000	
			chip seal	\$ 700.00	140	\$ 98,000	
			fog seal	\$ 455.00	46	\$ 20,930	\$ 352,930
	LITTLE BUTTER CREEK	15 miles	chip seal	\$ 700.00	418	\$ 292,600	
			fog seal	\$ 455.00	140	\$ 63,700	\$ 356,300
	TOTAL						\$ 2,047,623

23-24

capital	SOCIAL RIDGE	4.6 miles	3.5" AMA	\$ 47.00	10019	\$ 470,893	
			prime coat	\$ 847.50	14.3	\$ 12,119	
	spring 2024		chip seal	\$ 700.00	128	\$ 89,600	
			fog seal	\$ 455.00	44.5	\$ 20,248	\$ 592,860
capital	LIBERTY SCHOOL	2.9 miles	3.5" AMA	\$ 47.00	6208	\$ 291,776	
			prime coat	\$ 847.50	18.1	\$ 15,340	
	spring 2024		chip seal	\$ 700.00	78	\$ 54,600	
			fog seal	\$ 455.00	27	\$ 12,285	\$ 374,001
capital	BUNKER HILL	2.5 miles	3.5" AMA	\$ 47.00	5940	\$ 279,180	
			prime coat	\$ 847.50	15.6	\$ 13,221	
	spring 2024		chip seal	\$ 700.00	70	\$ 49,000	
			fog seal	\$ 455.00	24	\$ 10,920	\$ 352,321
capital	SUNFLOWER FLAT	2.8 miles	3.5" AMA	\$ 47.00	6099	\$ 286,653	
			prime coat	\$ 847.50	17.4	\$ 14,747	
	spring 2024		chip seal	\$ 700.00	78.5	\$ 54,950	
			fog seal	\$ 455.00	26	\$ 11,830	\$ 368,180
capital	BLAKE RANCH ROAD	4 miles	3.5" AMA	\$ 47.00	9200	\$ 432,400	
			prime coat	\$ 847.50	24.5	\$ 20,764	
	spring 2024		chip seal	\$ 700.00	115	\$ 80,500	
			fog seal	\$ 455.00	39	\$ 17,745	\$ 551,409
	TOTAL						\$ 2,238,770

24-25

	BARCLAY	1.33 miles	chip seal	\$ 700.00	35	\$ 24,500	
			fog seal	\$ 455.00	13	\$ 5,915	\$ 30,415
capital	RHEA CREEK	ruggs to Snyder Br. 10.67 miles	3.5" AMA	\$ 47.00	25,500	\$ 1,198,500	
			chip seal	\$ 700.00	300	\$ 210,000	

			fog seal	\$ 455.00	100	\$ 45,500	\$ 1,454,000
NORTH SAND HOLLOW	4.08 miles		chip seal	\$ 700.00	110	\$ 77,000	
			fog seal	\$ 455.00	40	\$ 18,200	\$ 140,700
SOUTH SAND HOLLOW	11.56 miles		paver patch	\$ 78.00	225	\$ 17,550.00	
			chip seal	\$ 700.00	310	\$ 217,000	
			fog seal	\$ 455.00	113	\$ 51,415	\$ 285,965
JUNIPER LANE	7.77 miles		chip seal	\$ 700.00	210	\$ 147,000	
			fog seal	\$ 455.00	76	\$ 34,580	\$ 181,580
CEMETERY HILL (Lex)	.96 miles		chip seal	\$ 700.00	30	\$ 21,000	
			fog seal	\$ 455.00	11	\$ 5,005	\$ 26,005
BLACK HORSE	1.65 miles		chip seal	\$ 700.00	52	\$ 36,400	
			fog seal	\$ 455.00	19	\$ 8,645	\$ 45,045
capital	BAKER LANE	4 miles	3.5" AMA	\$ 47.00	9200	\$ 432,400	
			chip seal	\$ 700.00	115	\$ 80,500	
			fog seal	\$ 455.00	39	\$ 17,745	\$ 530,645
TOTAL							\$ 2,694,355

25-26

capital	PAUL SMITH (south)	.55 miles	2" HMA	\$ 82.00	875		\$ 71,750
	OLDEN	.15 miles	3.5" AMA	\$ 47.00	1426	\$ 67,022.00	
			chip seal	\$ 700.00	4.2	\$ 2,940.00	
			fog seal	\$ 455.00	1.4	\$ 637.00	\$ 70,599
capital	MCELLIGOTT	.50 miles	3.5" AMA	\$ 47.00	1028	\$ 48,316.00	
			chip seal	\$ 700.00	4.2	\$ 2,940.00	
			fog seal	\$ 455.00	1.4	\$ 637.00	\$ 51,893
	DEE COX	1.16 miles	chip seal	\$ 700.00	31.18	\$ 21,826.00	
			fog seal	\$ 455.00	11	\$ 5,005.00	\$ 27,468
	MORGAN	.13 miles	chip seal	\$ 700.00	3.5	\$ 2,450	
			fog seal	\$ 455.00	1	\$ 455	\$ 2,905
	ELY CANYON	.12 miles	chip seal	\$ 700.00	3	\$ 2,100	
			fog seal	\$ 455.00	1.1	\$ 501	\$ 2,601
	PALMATEER	1.67 miles	chip seal	\$ 700.00	46	\$ 32,200	
			fog seal	\$ 455.00	16	\$ 7,280	\$ 39,480
	FAIRVIEW	2.6 miles	chip seal	\$ 700.00	71	\$ 49,700	
			fog seal	\$ 455.00	25	\$ 11,375	\$ 61,075
capital	TOMS CAMP (south)	.52 miles	2" HMA	\$ 82.00	825		\$ 67,650
capital	PETERS (south)	.6 miles	2" HMA	\$ 82.00	952		\$ 78,064
capital	OLSON (south)	.5 miles	2" HMA	\$ 82.00	795		\$ 65,190

capital	ROOT	remeasure	.99 miles	2" HMA	\$ 82.00	1375		\$ 112,750
	EASTREGUAARD		.44 miles	chip seal	\$ 700.00	12	\$ 8,400.00	
				fog seal	\$ 455.00	4.2	\$ 1,911.00	\$ 10,311
capital	15th st.		.1 miles	2" HMA	\$ 78.00	152		\$ 11,856
capital	OREGON		.75 miles	2" HMA	\$ 78.00	1141		\$ 88,998
	IDAHO		.5 miles	chip seal	\$ 700.00	13.4	\$ 9,380.00	
				fog seal	\$ 455.00	5	\$ 2,275.00	\$ 11,655
	3rd.		.25 miles	chip seal	\$ 700.00	7	\$ 4,900.00	
				fog seal	\$ 455.00	2.5	\$ 1,137.50	\$ 8,313
	Wyoming		.25 miles	chip seal	\$ 700.00	7	\$ 4,900.00	
				fog seal	\$ 455.00	2.5	\$ 1,137.50	\$ 7,175
capital	MORTER		4 miles	4" AMA	\$ 47.00	12447	\$ 585,009	
				chip seal	\$ 700.00	140	\$ 98,000	
				fog seal	\$ 455.00	39	\$ 17,745	\$ 700,754
	BALM FORK		6.44 miles	chip seal	\$ 700.00	173	\$ 121,100	
				fog seal	\$ 455.00	60	\$ 27,300	\$ 148,400

TOTAL **\$ 1,638,886**

BLACKHORSE (asphalt 1.6 miles) gravel 8.93 miles 3.5 AMA \$ 47.00 18338 \$ 861,886.00
 chip seal \$ 700.00 251 \$ 175,700.00
 fog seal \$ 455.00 85 \$ 38,675.00 \$ 1,076,261

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Public Works received two Request for Quotes for our Hot Mix Asphalt needs for this years paving projects. The Road Department is scheduled to pave approximately 10,000 tons.

American Rock Products:

1/2" Hot Mix - \$73.00 per ton

3/8" Hot Mix - \$78.00 per ton

Granite Construction: 1/2" Hot Mix - \$56.50 per ton

3/8" Hot Mix - \$60.00 per ton

For the past few seasons it was asked of Board to consider awarding the lowest bidder as the first choice and the second lowest bidder as the second choice. The purpose of this is to have a price agreement for the season by both suppliers in the event of plant breakdowns or shutdowns. This plan has proven beneficial to the County.

2. FISCAL IMPACT:

Approximately \$570,000 out of the Road Fund - 202-220-5-20-6180 Road Maintenance.

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

Motion to award contracts to Granite Construction as first choice and American Rock Products as second choice to supply asphalt hot mix to Morrow County for this seasons paving projects.

Attach additional background documentation as needed.



REQUEST FOR QUOTES

CLASS C ASPHALT HOT MIX

APRIL 2023 – NOVEMBER 2023

QUOTES DUE:

March 1st. 2023 – 3:00pm P.S.T.

Morrow County Public Works

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Eric Imes - eimes@co.morrow.or.us

THIS IS A REQUEST FOR QUOTES TO SUPPLY (at supplier's location) Class C Asphalt Hot Mix

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Quotes

- A. Quotes for the herein described materials will be received by Morrow County Public Works on or before Wednesday March 1st. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works office 365 West Highway 74 Lexington, OR. 97839 by hand or via UPS or Fed-Ex.
- B. Quotes must be in a sealed envelope marked "Asphalt Bid".
- C. Quotes will be opened Wednesday March 1st. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.
- D. A pre-offer conference will not be held.

IP-2 Additional Information and Requirements

- A. All Documents for this Quote may only be retrieved from the Bids & RFPs tab in the Morrow County Website: co.morrow.or.us.
- B. Any addenda or changes must be acquired from the Morrow County Website Bids & RFPs tab. Any and all addenda will be posted no later than four days prior to RFQ closing.
- C. Supplies shall provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120.
- D. Provide certification of compliance with Oregon tax laws according to ORS 305.385.
- E. Questions regarding this RFQ shall be addressed by email no later than seven days prior to RFQ closing to the following: Public Works Director Eric Imes eimes@co.morrow.or.us

IP-3 Scope of Materials and Performance Requirements

- A. Supplier shall furnish to Morrow County Public Works at suppliers location, Class C Asphalt Hot Mix.
- B. Class C Mix
 - 64-28 Liquid Asphalt Binder
 - No more than 25% RAP (Reclaimed Asphalt Pavement)
 - 0% RAS (Recycled Asphalt Shingles)
- C. Class C Asphalt Hot Mix shall meet Oregon Department of Transportation (ODOT) Specifications in addition to the above requirements.
- D. In the event that any tonnage of Hot Mix Asphalt does not meet specifications above, that tonnage shall not be invoiced to Morrow County.
- E. Morrow County estimates quantities of Class C Mix at 5,000 to 6,000 tons.

IP-4 Supplier Detail

- A. Location of Plant _____
- B. Cost per ton Class C Asphalt hot mix _____
- C. Supplier Name and Address _____

IP-5 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-6 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director.
- B. The contract will be awarded to the quote deemed most advantageous to Morrow County.
- C. Quotes will be evaluated with consideration of turn around trucking time to the job site location.
- D. A decision to award the contract will be made within fourteen days of the RFQ opening or according to the timelines available by the Board of Commissioners.
- E. Protests must be submitted via email to the Public Works Director eimes@co.morrow.or.us within four business days following the RFQ opening.

MEMORANDUM

DATE: February 8, 2023

TO: All Potential Offerors on RFQ CLASS C ASPHALT HOT MIX

FROM: Eric Imes
Public Works Director
Morrow County

RE: Addendum to RFQ CLASS C ASPHALT HOT MIX

The enclosed Addendum has been made to RFP CLASS C ASPHALT HOT MIX

If there are any questions, please contact me at:

Email: eimes@co.morrow.or.us

ADDENDUM RFQ CLASS C ASPHALT HOT MIX

The following section is the necessary change as Oregon Department of Transportation (ODOT) does not reference a specification for CLASS C ASPHALT HOT MIX. Please refer to the following section for Scope of Materials and Performance Requirements.

IP-3 Scope of Materials and Performance Requirements

- A. Supplier shall furnish to Morrow County Public Works at suppliers location, **½" 64-22 ACP Level 3.**
- B. **½" 64-22 ACP Level 3** Hot Mix shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744.
- C. In the event that any tonnage of Hot Mix Asphalt does not meet specifications above, that tonnage shall not be invoiced to Morrow County.
- D. Morrow County estimates quantities of **½" 64-22 ACP Level 3** at 5,000 to 6,000 tons.

MEMORANDUM

DATE: February 15, 2023

TO: All Potential Offerors on RFQ CLASS C ASPHALT HOT MIX

FROM: Eric Imes
Public Works Director
Morrow County

RE: Addendum 2 to RFQ CLASS C ASPHALT HOT MIX

The enclosed Addendum has been made to RFP CLASS C ASPHALT HOT MIX

If there are any questions, please contact me at:

Email: eimes@co.morrow.or.us

ADDENDUM 2 RFQ CLASS C ASPHALT HOT MIX

The following sections include the necessary changes as Morrow County has scheduled thin lift paving projects that require additional asphalt specifications. Please refer to the following sections for Scope of Materials and Performance Requirements and Supplier Detail.

IP-3 Scope of Materials and Performance Requirements

- A. Supplier shall furnish to Morrow County Public Works at suppliers location,
½” 64-22 ACP Level 3.
3/8” 64-22 ACP Level 2.
- B. **½” 64-22 ACP Level 3** Hot Mix shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744.
- C. **3/8” 64-22 ACP Level 2** Hot Mix shall meet Oregon department of Transportation (ODOT) Specifications, section 00744.
- D. In the event that any tonnage of Hot Mix Asphalt does not meet specifications above, that tonnage shall not be invoiced to Morrow County.
- E. Morrow County estimates quantities of **½” 64-22 ACP Level 3** at 500 to 1,400 tons.
- F. Morrow County estimates quantities of **3/8” 64-22 ACP Level 2** at 8,000 to 9,000 tons.

IP-4 Supplier Detail

- A. Location of Plant _____
- B. Cost per ton **½” 64-22 ACP Level 3** _____
- C. Cost per ton **3/8” 64-22 ACP Level 2** _____
- D. Supplier Name and Address _____



— ADVERTISEMENT —

**REQUEST FOR QUOTES
Class C Hot Mix Asphalt**

Morrow County, Oregon

Morrow County Public Works is Requesting Quotes for supplying Class C Hot Mix Asphalt. Suppliers submitting Quotes shall be considered based upon the lowest responsive and responsible bid with consideration of trucking turn-around time to various paving sites.

All documents for this Request For Quotes must be obtained from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). The Request For Quotes closes and will be reviewed March 1st, 2023 at 3:00 pm P.S.T.

Contract terms, conditions, and specifications may be reviewed at the Morrow County Website Bids & RFPs tab co.morrow.or.us

Bid's will be received by Management Assistant Sandi Pointer in person or mail via UPS or

Fed-Ex to: Morrow County Public Works

365 West Highway 74

Lexington, Or. 97839

Attn: Sandi Pointer

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **AMERICAN ROCK PRODUCTS**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon the day all signatures are complete through November 30th, 2023. Unless earlier terminated or extended, this Contract shall expire on November 30th, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to supply and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
4. **Termination of Contract**
 - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
 - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any

covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
5. Extension of Contract
 - a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
 6. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
 7. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
 8. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
 9. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Request for Quotes Class C Asphalt Hot Mix (Attachment 1), are incorporated into this contract.
 10. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.
 11. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

12. 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 Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

AMERICAN ROCK PRODUCTS

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, chair

Jeff Wenzholz, commissioner

Jeffrey Kyle Hopkins

Jeffrey Kyle Hopkins (Mar 10, 2023 09:57 PST)

AMERICAN ROCK PRODUCTS representative

Roy Drago Jr., Commissioner

Mar 10, 2023

Date

Date

Asphalt Supply contract

Final Audit Report

2023-03-10

Created:	2023-03-10
By:	Krista Sullivan (krista.sullivan@americanrockproducts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY3DX9J1U0zj15EGjl4LLdVJt9A0Sxk85

"Asphalt Supply contract" History

-  Document created by Krista Sullivan (krista.sullivan@americanrockproducts.com)
2023-03-10 - 4:57:01 PM GMT- IP address: 142.202.25.166
-  Document emailed to kyle.hopkins@americanrockproducts.com for signature
2023-03-10 - 4:57:11 PM GMT
-  Email viewed by kyle.hopkins@americanrockproducts.com
2023-03-10 - 5:56:50 PM GMT- IP address: 104.47.58.126
-  Signer kyle.hopkins@americanrockproducts.com entered name at signing as Jeffrey Kyle Hopkins
2023-03-10 - 5:57:07 PM GMT- IP address: 104.245.133.114
-  Document e-signed by Jeffrey Kyle Hopkins (kyle.hopkins@americanrockproducts.com)
Signature Date: 2023-03-10 - 5:57:09 PM GMT - Time Source: server- IP address: 104.245.133.114
-  Agreement completed.
2023-03-10 - 5:57:09 PM GMT

ADDENDUM 2 RFQ CLASS C ASPHALT HOT MIX

The following sections include the necessary changes as Morrow County has scheduled thin lift paving projects that require additional asphalt specifications. Please refer to the following sections for Scope of Materials and Performance Requirements and Supplier Detail.

IP-3 Scope of Materials and Performance Requirements

- A. Supplier shall furnish to Morrow County Public Works at suppliers location,
1/2" 64-22 ACP Level 3.
3/8" 64-22 ACP Level 2.
- B. 1/2" 64-22 ACP Level 3 Hot Mix shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744.
- C. 3/8" 64-22 ACP Level 2 Hot Mix shall meet Oregon department of Transportation (ODOT) Specifications, section 00744.
- D. In the event that any tonnage of Hot Mix Asphalt does not meet specifications above, that tonnage shall not be invoiced to Morrow County.
- E. Morrow County estimates quantities of 1/2" 64-22 ACP Level 3 at 500 to 1,400 tons.
- F. Morrow County estimates quantities of 3/8" 64-22 ACP Level 2 at 8,000 to 9,000 tons.

IP-4 Supplier Detail

- A. Location of Plant 25937 NW Livestock Rd, Hermiston
- B. Cost per ton 1/2" 64-22 ACP Level 3 \$ 73.00 / Ton
- C. Cost per ton 3/8" 64-22 ACP Level 2 \$ 78.00 / Ton
- D. Supplier Name and Address American Rock Products
Po Box 398
Pendleton, OR 97801

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **GRANITE CONSTRUCTION**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon the day all signatures are complete through November 30th, 2023. Unless earlier terminated or extended, this Contract shall expire on November 30th, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to supply and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
4. **Termination of Contract**
 - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
 - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any

covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
5. Extension of Contract
 - a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
 6. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
 7. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
 8. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
 9. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Request for Quotes Class C Asphalt Hot Mix (Attachment 1), are incorporated into this contract.
 10. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.
 11. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

12. 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 Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

GRANITE CONSTRUCTION

MORROW COUNTY BOARD OF COMMISSIONERS

Keith Majors

Digitally signed by Keith Majors
DN: C=US,
E=keith.majors@gcinc.com,
O=Granite Construction
Company, OU=Material Sales,
CN=Keith Majors
Reason: I agree to the terms
defined by the placement of
my signature on this document
Date: 2023.03.10
15:30:36-08'00'

Keith Majors, Material Sales Manager
Granite Construction representative

03/10/2023

Date

David Sykes, chair

Jeff Wenzholz, commissioner

Roy Drago Jr., Commissioner

Date

ADDENDUM 2 RFQ CLASS C ASPHALT HOT MIX

The following sections include the necessary changes as Morrow County has scheduled thin lift paving projects that require additional asphalt specifications. Please refer to the following sections for Scope of Materials and Performance Requirements and Supplier Detail.

IP-3 Scope of Materials and Performance Requirements

- A. Supplier shall furnish to Morrow County Public Works at suppliers location,
 $\frac{1}{2}$ " 64-22 ACP Level 3.
 $\frac{3}{8}$ " 64-22 ACP Level 2.
- B. $\frac{1}{2}$ " 64-22 ACP Level 3 Hot Mix shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744.
- C. $\frac{3}{8}$ " 64-22 ACP Level 2 Hot Mix shall meet Oregon department of Transportation (ODOT) Specifications, section 00744.
- D. In the event that any tonnage of Hot Mix Asphalt does not meet specifications above, that tonnage shall not be invoiced to Morrow County.
- E. Morrow County estimates quantities of $\frac{1}{2}$ " 64-22 ACP Level 3 at 500 to 1,400 tons.
- F. Morrow County estimates quantities of $\frac{3}{8}$ " 64-22 ACP Level 2 at 8,000 to 9,000 tons.

IP-4 Supplier Detail

- A. Location of Plant 81500 Lind Rd., Hermiston, OR 97838
- B. Cost per ton $\frac{1}{2}$ " 64-22 ACP Level 3 \$56.50
- C. Cost per ton $\frac{3}{8}$ " 64-22 ACP Level 2 \$60.00
- D. Supplier Name and Address Granite Construction Company
80 Pond Rd., Yakima, WA 98901

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

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

Public Works advertised an Invitation to Bid for Paving the 5100 foot section of Homestead just east of Pole Line Rd. This project was approved by the Road Committee and the Board of Commissioners back in 2018. The west 4 miles were paved in May of 2019. Due to Budget limitations the last mile needed to be rescheduled for this season.

Two responsive bidders responded to the ITB.

American Rock Products: \$458,416

Granite Construction : \$513,090

This paving project is scheduled to be completed by June 30, 2023

2. FISCAL IMPACT:

Road Fund - 202-220-5-20-6180 Road Maintenance in the amount of \$458,416 supports this paving project.

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

Motion to award the Homestead Paving Contract to American Rock Products in the amount of \$458,416.

Attach additional background documentation as needed.



INVITATION TO BID

**SUB-BASE PREP, HAUL AND PLACE
HOT MIX ASPHALT**

SPRING/SUMMER 2023

BIDS DUE:

Thursday March 2nd. 2023 – 3:00pm P.S.T.

Morrow County Public Works

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Sandi Pointer - spointer@co.morrow.or.us

THIS IS AN INVITATION TO BID TO PROVIDE SUB-BASE PREP, HAUL AND PLACE HOT MIX ON A SECTION OF HOMESTEAD LANE IN BOARDMAN, OR.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Bids

- A. Bids for the herein described materials and services will be received by Morrow County Public Works on or before Thursday March 2nd. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works office 365 West Highway 74 Lexington, OR. 97839 in person or via UPS or Fed-Ex.
- B. Bids must be in a sealed envelope marked "Paving ITB".
- C. Bids will be opened Thursday March 2nd. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.
- D. A pre-offer conference will not be held.

IP-2 Scope of Work and Materials

- A. Contractor shall haul and place Hot Mix Asphalt for Morrow County Public Works on Homestead Lane between Pole Line and the Dairy entrance to the east. Paved surface shall be 2 – 2" lifts compacted to achieve a total of a 4" depth. Width shall be 25' from the west asphalt joint to the leading edge of the intersection phase of the project (see attached intersection detail). The length is approximately 4590 ft. from the asphalt joint to the intersection phase of the project. The intersection portion is approximately 16,600 sq. ft.
- B. Contractor shall use Hot Mix Asphalt as described below.
 - a. ½" 64-22 ACP Level 3
 - b. ½" 64-22 ACP Level 3 shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744
- C. Morrow County estimates quantities of Hot Mix Asphalt at 3,300 tons.
- D. Contractor will provide traffic control as described in the Oregon temporary traffic control handbook.
- E. Morrow County designates 8th Street Pit in Irrigon for dumping of any grubbing materials or any materials needing removed during the sub-base and paving phases of the project. Contractor is responsible for loading and transport of all materials.
- F. Sub-base shall be prepped for paving as detailed in the attached Typical Gravel Cross Section. A water truck and construction roller shall be used for compaction.
- G. Contractor will supply crushed aggregate for the Sub-base phase of the project.
- H. Morrow County will supply and apply soil stabilization to the prepared road bed.
- I. Contractor will mill and prepare asphalt joints; at the west end where the existing pavement ends, and at the canal crossing entrance into the dairy.
- J. Contractor will supply and place Temporary Pavement Markers at centerline following paving of the second lift at a span of 40ft.
- K. Morrow County will place shoulder rock following completion of the paving phase.
- L. Morrow County will supply and apply permanent pavement markings and striping.

IP-3 Performance Requirements

- A. Contractors must perform work according to the highest industry standard for Road Building.
- B. Contractors must follow the Oregon Standard Specifications for Construction 2021 section 00744 for paving
- C. The first 2" lift of the paving phase of the project is required to be complete within one week following completion of the sub-grade phase. The second 2" lift is required to be complete on or before June 30th. In the event that the paving phase is not complete before June 30th, and is within controls of the contractor, future contract work to the county will be evaluated.
- D. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of sub-grade work before the paving phase of the project.
- E. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of the paving portion of the project including cleanup prior to Invoicing Morrow County.
- F. Contractor's failure to perform work according to industry standard for road building and the Oregon Standard Specifications for Construction 2021 for paving will be required to replace/repair failed or unsatisfactory sections of road at the contractor's expense.
- G. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- H. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation To Bid, whether the bidder produces services or the bidder's sub-contractors produce services.



IP-4 Bid Schedule

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	Mobilization	lump sum	1	\$ 20,535.00	\$ 20,535.00
2.	Sub-base phase	lump sum	1	\$ 51,310.00	\$ 51,310.00
3.	½" 64-22 ACP Level 3	placed tons	3300	\$ 109.12	\$ 360,096.00
4.	Pavement markers	lump sum	1	\$ 1,175.00	\$ 1,175.00
5.	Traffic control	lump sum	1	\$ 25,300.00	\$ 25,300.00

TOTAL BID PRICE \$ 458,416.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided.

By: Steve Warnock
Print Name: Steve Warnock
Title: Site Manager
Phone: 541-276-7885

Company Name: American Rock Products
Mailing Address: PO Box 398
Pendleton, OR 97801
Oregon CCB #: 217272

IP-4 Bid Schedule

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1.	Mobilization	lump sum	1	\$ 25,000. ⁼⁼	\$ 25,000. ⁼⁼
2.	Sub-base phase	lump sum	1	\$ 62,000. ⁼⁼	\$ 62,000. ⁼⁼
3.	½" 64-22 ACP Level 3	placed tons	3300	\$ 124. ⁸⁰	\$ 411,840. ⁼⁼
4.	Pavement markers	lump sum	1	\$ 750. ⁼⁼	\$ 750. ⁼⁼
5.	Traffic control	lump sum	1	\$ 13,500. ⁼⁼	\$ 13,500. ⁼⁼

TOTAL BID PRICE \$ 513,090.⁼⁼

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided.

By: 
 Print Name: Jason Halverson
 Title: Construction Manager
 Phone: 509-248-8376

Company Name: Granite Construction Company
 Mailing Address: 80 Pond Road Yakima, WA 98901
 Oregon CCB #: 101195

IP-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.
- C. A payment bond is not required for this contract.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

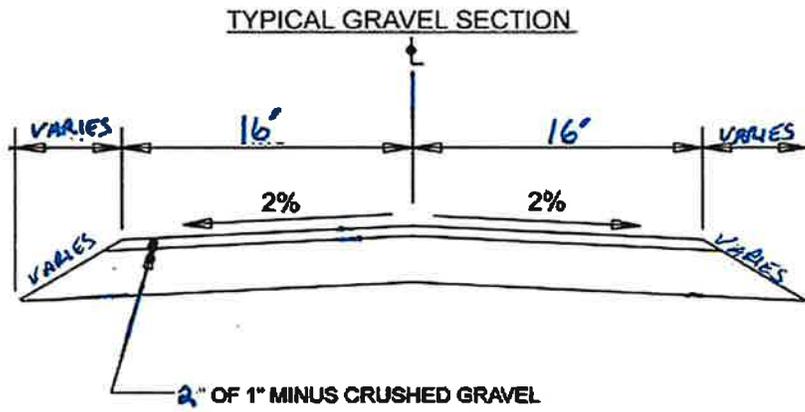
IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director.
- B. The contract will be awarded to the lowest responsive and responsible bidder.
- C. A decision to award the contract will be made within fourteen days of the bid opening or according to the timelines available by the Board of Commissioners.
- D. Protests must be submitted via email to the Public Works Director eimes@co.morrow.or.us within four business days following the bid opening.

IP-8 Additional Information and Requirements

- A. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- B. Provide contractor's certification of compliance with Oregon tax laws according to ORS 305.385
- C. All documents regarding this Invitation To Bid including all addenda must be acquired from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). Any and all addenda will be posted no later than four days prior to bid closing.
- D. Questions regarding the Invitation To Bid shall be addressed by email no later than seven days prior to bid closing to the following: Public Works Director Eric Imes eimes@co.morrow.or.us

SUB-BASE PHASE







— ADVERTISEMENT —

**INVITATION TO BID
SUB-BASE PREP, HAUL AND PLACE
HOT MIX ASPHALT**

Morrow County, Oregon

Morrow County Public Works requests bids for preparing roadway for paving, haul and place hot mix asphalt. Bidder's submitting bids shall be considered based upon the lowest responsive and responsible bid.

All documents for this Invitation To Bid must be obtained from the Morrow County Website Bids & RFPs tab. The Invitation To Bid closes and will be reviewed March 2nd. 2023 3:00 pm P.S.T. Contract terms, conditions, and specifications may be reviewed at the Morrow County Website Bids & RFPs tab co.morrow.or.us

Bid's will be received by Management Assistant Sandi Pointer in person or mail via UPS or Fed-Ex to: Morrow County Public Works
365 West Highway 74
Lexington, Or. 97839
Attn: Sandi Pointer

Attachment 3 – P.1

MORROW COUNTY INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

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

ADDITIONAL INSURED

Attachment 3 – P.2

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WAIVER OF SUBROGATION

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

TAIL COVERAGE

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

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

COUNTY ACCEPTANCE:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Interstate Concrete and Asphalt Co. (121-PEN) DBA American Rock Products PO Box 398 Pendleton OR 97801	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 73363227

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Morrow County, Homestead Lane - Sub-Base Prep, Haul and Place Hot Mix Asphalt.
 Morrow County Public Works is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract.
 Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER**CANCELLATION**

Morrow County Public Works
 PO Box 428
 Lexington OR 97839

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

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ACORD 25 (2016/03)

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Policy Number: AS2-C81-004095-122, AS2-C81-054502-522
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AS2-C81-004095-122, AS2-C81-054502-522, TB2-C81-004095-112
 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

SCHEDULE

Designated Construction Project(s):

All Projects.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-C81-004095-112
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022 Effective Date Premium \$

Issued to CRH Americas, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total

manual premium.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022 Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

WC 00 03 13
Ed. 04/01/1984

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Page 2 of 2

APPENDIX A

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **AMERICAN ROCK PRODUCTS**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon full execution of this contract through September 30th, 2023. Unless earlier terminated or extended, this Contract shall expire on September 30th, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Contractor agrees and covenants with County that it will deliver and apply approved hot mix asphalt, and shape roads as defined in the Invitation To Bid for safe and adequate travel as requested by County as set forth in Contractor's Bid, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Invitation to Bid, the "Instructions To Proposers," which are incorporated herein, and in accordance with the Invitation To Bid which is attached hereto (Attachment 2). All of the said Bid and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
5. **Termination of Contract**
 - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
 - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may

establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
6. Extension of Contract
 - a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
 7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the bid; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
 8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
 9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
 10. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Invitation To Bid – Paving Prep, Haul and place hot mix asphalt (Attachment 1), are incorporated into this contract.
 11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.
 12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
13. 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 Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) 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.
14. Insurance. Contractor shall provide insurance as stated in Attachment 3 of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

AMERICAN ROCK PRODUCTS

MORROW COUNTY BOARD OF COMMISSIONERS

Jeffrey Kyle Hopkins

Jeffrey Kyle Hopkins (Mar 10, 2023 09:56 PST)

American Rock Products representative

Mar 10, 2023

Date

David Sykes, Commissioner Chair

Jeff Winholz, Commissioner

Roy Drago Jr., Commissioner

Date

Paving Contract

Final Audit Report

2023-03-10

Created:	2023-03-10
By:	Krista Sullivan (krista.sullivan@americanrockproducts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGrniwm8iTz8TRhB2ehLvm7DN2als-oNS

"Paving Contract" History

-  Document created by Krista Sullivan (krista.sullivan@americanrockproducts.com)
2023-03-10 - 4:56:27 PM GMT- IP address: 142.202.25.166
-  Document emailed to kyle.hopkins@americanrockproducts.com for signature
2023-03-10 - 4:56:42 PM GMT
-  Email viewed by kyle.hopkins@americanrockproducts.com
2023-03-10 - 5:56:11 PM GMT- IP address: 104.47.58.126
-  Signer kyle.hopkins@americanrockproducts.com entered name at signing as Jeffrey Kyle Hopkins
2023-03-10 - 5:56:37 PM GMT- IP address: 199.191.126.9
-  Document e-signed by Jeffrey Kyle Hopkins (kyle.hopkins@americanrockproducts.com)
Signature Date: 2023-03-10 - 5:56:39 PM GMT - Time Source: server- IP address: 199.191.126.9
-  Agreement completed.
2023-03-10 - 5:56:39 PM GMT

MORROW COUNTY
 SUB-BASE PREP, HAUL AND PLACE HOT MIX ASPHALT SPRING/SUMMER 2023

BIDS DUE ON OR BEFORE: THURSDAY, MARCH 2, 2023 - 3:00pm P.S.T.

BIDS OPENED: THURSDAY, MARCH 2, 2023 - 3:00pm P.S.T.

opening time:
 3:00pm
 P.S.T.

Present (6)
 Eric James, Corey Sweeney, Kirsi Cason, Kelly Jones
 American Rock State Warlock
 Granite - Elmer Adams

REVIEWER NAME:

Kirsi Cason

TOTAL BIDS RECEIVED: 2

BIDDER NAME:

American Rock Products

BIDDER ADDRESS:

PO Box 398, Pendleton, OR 97801

IP-4 Bid Schedule

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization	lump sum	1	\$ 20,535	\$ 20,535
2.	Sub-base phase	lump sum	1	\$ 51,310	\$ 51,310
3.	1/2" 64-22 ACP Level 3	placed tons	3300	\$ 109.12	\$ 360,096
4.	Pavement markers	lump sum	1	\$ 1,175	\$ 1,175
5.	Traffic control	lump sum	1	\$ 25,300	\$ 25,300
TOTAL BID PRICE \$					458,416

**signed*

BIDDER NAME:

Granite Construction Co.

BIDDER ADDRESS:

80 Pond Road, Yakima, WA 98901

IP-4 Bid Schedule

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization	lump sum	1	\$ 25,000	\$ 25,000
2.	Sub-base phase	lump sum	1	\$ 62,000	\$ 62,000
3.	1/2" 64-22 ACP Level 3	placed tons	3300	\$ 124.80	\$ 411,840
4.	Pavement markers	lump sum	1	\$ 750.00	\$ 750.00
5.	Traffic control	lump sum	1	\$ 13,500	\$ 13,500
TOTAL BID PRICE \$					513,090

**signed*

BIDDER NAME:

BIDDER ADDRESS:

IP-4 Bid Schedule

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization	lump sum	1	\$	\$
2.	Sub-base phase	lump sum	1	\$	\$
3.	1/2" 64-22 ACP Level 3	placed tons	3300	\$	\$
4.	Pavement markers	lump sum	1	\$	\$
5.	Traffic control	lump sum	1	\$	\$
TOTAL BID PRICE \$					

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

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

Solicited bids for the sheriff's office re-Roof in Heppner Oregon. At the time of closing six bids had been received. The bids came in as follows. 1 local bidder and 5 out of County proposals received.

CN Contractors, Salem, OR \$66,000.
CNR Construction, Springfield, OR \$76,800.
Palmer Roofing, Pendleton, OR \$114,534.00
CNC Construction, Hermiston, OR \$145,450.00
Silver Creek Construction, Heppner, OR \$195,000.00
NW Roofing & Siding, Creswell, OR \$249,300.00

After careful review and completeness of the bid documents with additional information and requirements, Silver creek construction was the only bidder who had all their requirements presented at time of opening.

2. FISCAL IMPACT:

This is to come out of the Capitol Outlay GL 101.121.5.40.9020

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

Motion to award Silver Creek Construction for the Sheriffs re-roof project in the amount of \$195,000.00, and allow signing by the Board after the statutory protest period has passed.

Attach additional background documentation as needed.

Heppner Sheriff's Office Re-Roof

Opening Time and Date: 02/22/2023 @8:00

Project for Spring 2023

DUE Tuesday February 21st, 2023-3:00 pm P.S.T.

OPEN February 22, 2023, 8:00 a.m. P.S.T.

CONTRACTOR	ADDRESS/C ONTACT	BID AMOUNT	ATTACHED	REMARKS
CN Contractors	2270 Rual Ave. SE Salem, OR	\$66,000.00	REQUESTED ○ IP-8	No IP-8
Silver Creek Co.	PO Box 994 Heppner, OR	\$195,000.00	REQUESTED ○ IP-8,	
C&R Construction	714 S 72nd Springfield, OR	\$76,800.00	REQUESTED ○ IP-8	No IP-8
NW Roofing & Siding Pro	32568 Deberry Rd. Creswell, OR	\$249,300.00	REQUESTED ○ IP-8	No IP-8
C&C Construction	P.O. Box 870 Hermiston, OR	\$145,450.00	REQUESTED ○ IP-8	No IP-8
Palmer Roofing	P.O. Box 9 Pendleton, OR	\$114,534.00	REQUESTED ○ IP-8	No IP-8
			○	

- C. Contractor's failure to perform work according to industry standards for roof building will be required to replace/repair failed or unsatisfactory sections of the roof at the contractor's expense.
- D. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- E. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation To Bid, whether the bidder produces services or the bidder's sub-contractors produce services.

IP-4 Bid Schedule

- A. Lowest responsive and responsible bidder for prescribed scope of work.

TOTAL BID PRICE \$ 195,000.00

By: 
 Print Name: Derek Smith
 Title: C.O.O
 Phone: 541-626-2060

Company Name: Silver Creek Contracting
 Mailing Address: PO Box 994
Heppner, OR 97836
 Oregon CCB #: 202075

IP-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.
- C. A payment bond is not required for this contract.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director.
- B. The contract will be awarded to the lowest responsive and responsible bidder.

BIDDER'S CERTIFICATION STATEMENTS AS REQUIRED BY

CERTAIN OREGON REVISED STATUTES (ORS)

The Bidder, Silver Creek Contracting LLC, certifies to the following:
(Company Name)

- (1) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number 202075 allows his/her company to perform Work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the Contract, all Subcontractors performing Work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).
- (2) Bidder agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-25) and, if applicable, the federal Davis-Bacon Act (40USC1371-1377), which provides for payment of not less than the applicable prevailing wage rate (state or federal, whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Bidder will comply with ORS 279C.520 and 279C.540 in the hours of employment and the payment of overtime.
- (3) Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- (4) Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).
- (5) Bidder is a [Non-resident Bidder] or (Resident Bidder) (circle correct designation) as defined in ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the Bid and has a business address in the State of Oregon (reference ORS 279C.365).
- (6) Bidder and Bidder's Subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entity of which the Contractor or Subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in a public contract for a public improvement.
- (7) Bidder has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Bidder: _____

(Signature)

Title: C.O.O.

Date: 2/21/23

Project: Heppner Sheriff's Office
Re-roof



INVITATION TO BID

HEPPNER SHERIFF'S OFFICE RE-ROOF

SPRING 2023

BIDS DUE:

Tuesday February 21st. 2023 – 3:00pm P.S.T.

Morrow County Public Works

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Sandi Pointer spointer@co.morrow.or.us

THIS IS AN INVITATION TO BID TO REPLACE THE HEPPNER SHERRIF'S OFFICE BUILDING.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Bids

- A. Bids for the herein described materials and services will be received by Morrow County Public Works on or before Tuesday February 21st. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works office 365 West Highway 74 Lexington, OR. 97836 in person or via UPS or Fed-Ex.
- B. Bids must be in a sealed envelope marked "Sheriff's office re-roof".
- C. Bids will be opened Wednesday February 22nd. 2023, 8:00 a.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.
- D. A pre-offer conference will not be held.

IP-2 Scope of Work and Materials

- A. Provide necessary building permits
- B. Provide Morrow County with a ten-year workmanship warranty
- C. Remove existing roof, clean areas, haul away all debris. All roofing removal and debris disposal to be done in accordance with all State, Local, and Abatement regulations.
- D. Any structural repairs deemed necessary shall follow building code or manufacturer warranty.
- E. Install fully adhered 60 mil TPO, 1/4" Dens-Deck or equivalent.
- F. Install custom manufactured edge metal, pipe flashing and metal vents.
- G. Properly flash all roof penetrations.
- H. The roof structure houses several mission critical units. Some of which are paired antennas. These will require special coordination to ensure that only one unit is misdirected at a time.
- I. Work will need to be completed no later than June 30th unless agreed upon by County and Contractor.
- J. Site visits of the building can be arranged by contracting Tony Clement at (541) 240-1791, aclement@co.morrow.or.us

IP-3 Performance Requirements

- A. Contractors must perform work according to the highest industry standard for Roofing.
- B. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of the project.

- C. Contractor's failure to perform work according to industry standards for roof building will be required to replace/repair failed or unsatisfactory sections of the roof at the contractor's expense.
- D. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- E. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation To Bid, whether the bidder produces services or the bidder's sub-contractors produce services.

IP-4 Bid Schedule

- A. Lowest responsive and responsible bidder for prescribed scope of work.

TOTAL BID PRICE \$

By: _____

Company Name: _____

Print Name: _____

Mailing Address: _____

Title: _____

Phone: _____

Oregon CCB #: _____

IP-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.
- C. A payment bond is not required for this contract.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director.
- B. The contract will be awarded to the lowest responsive and responsible bidder.

- C. A decision to award the contract will be made within fourteen days of the bid opening or according to the timelines available by the Board of Commissioners.
- D. Protests must be submitted via email to the Management Assistant Sandi Pointer spointer@co.morrow.or.us within four business days following the bid opening.

IP-8 Additional Information and Requirements

- A. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- B. Provide contractor's certification of compliance with Oregon tax laws according to ORS 305.385
- C. All documents regarding this Invitation To Bid including all addenda must be acquired from the Morrow County Website Bids & RFPs tab. Any and all addenda will be posted no later than four days prior to bid closing.
- D. Questions regarding the Invitation To Bid shall be addressed by email no later than seven days prior to bid closing to the following: Management Assistant Sandi Pointer spointer@co.morrow.or.us

APPENDIX A

(Personal Services Contract)

PERSONAL SERVICES CONTRACT

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called **County**, and XXXXXXXXXXXX thereafter called **Contractor**. **County's** Contract Administrator for this contract is Public Works Director.

1. **Effective Date and Duration.** This contract shall become effective from the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire when **County** accepts Contractor's completed performance. Expiration shall not extinguish or prejudice **County's** right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.
3. **Consideration**
 - a. **County** agrees to pay Contractor for accomplishing the Work as described in the Invitation To bid.
4. **Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by reference.
5. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a. Contractor shall perform required Work as an independent contractor. Although **County** reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, **County** cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

- b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns.

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. 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, 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.

8. Funds Available and Authorized

- a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b. County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work product of Contractor that results from this Contract ("the Work Product") are the exclusive property of County. County and Contractor intend that such Work Product be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

12. Insurance. Contractor shall provide insurance as required by State law.

13. Termination

a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties.

b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.

///

///

c. Remedies

i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.

d. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.

14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

15. Records Maintenance; Access. 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 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable 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.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

17. 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. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. 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.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, or email to the Public Works Director eimes@co.morrow.or.us.

22. 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.

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

24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

25. Governing Law, Venue, Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between **County** (and/or any other **County** or department of the State of Oregon) 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; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSON JURISDICTION OF SAID COURTS.

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

contractor, by EXECUTION of this contract, hereby acknowledges that contractor has read this contract, understands it, and agrees to be bound by its terms and conditions.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

- Corporation Partnership Limited Partnership Limited Liability Company
 Limited Liability Partnership Sole Proprietorship Other _____

Federal Tax ID#: _____ or SSN#: _____ - _____ - _____

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (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, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, chair

Jeff Wenholz, commissioner

(Name)

, Commissioner

Date

Date

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Silver Creek Contracting thereafter called Contractor. County's Contract Administrator for this contract is Public Works Director.

- 1. Effective Date and Duration.** This contract shall become effective from the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire when County accepts Contractor's completed performance. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
- 2. Statement of Work.** The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.
- 3. Consideration**
 - a. County agrees to pay Contractor for accomplishing the Work as described in the Invitation To bid. At the bid price Contractor submitted.
- 4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by reference.
- 5. Independent Contractor; Responsibility for Taxes and Withholding.**
 - a. Contractor shall perform required Work as an independent contractor. Although County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used in ORS 30.265.
 - c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- 6. Subcontracts and Assignment; Successors and Assigns.**
 - a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the

- subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 7. 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, 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.
- 8. Funds Available and Authorized**
- a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b. County will only pay for completed work that is accepted by County.
- 9. Representations and Warranties**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work Product") are the exclusive property of County. County and Contractor intend that such Work Product be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.
- 12. Insurance.** Contractor shall provide insurance as required by State law.
- 13. Termination**
- a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
- b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Contractor.

- c. **Remedies.** In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.
- d. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.
- 14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.**
- 15. Records Maintenance; Access.** 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 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable 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.
- 16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
- 17. 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. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
- 18. 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.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, or email to the Public Works Director eimes@co.morrow.or.us

22. 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.

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

24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

25. Governing Law, Venue, Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of Oregon) 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; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSON JURISDICTION OF SAID COURTS.

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

Contractor, by EXECUTION of this contract, hereby acknowledges that contractor has read this contract, understands it, and agrees to be bound by its terms and conditions.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): Silver Creek Contracting

Address: PO Box 994, Heppner, OR 97836

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership Sole Proprietorship Other _____

Federal Tax ID#: _____ **or SSN#:** _____-_____-_____

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (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, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

SILVER CREEK CONTRACTING

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Printed Name & Title

Jeff Wenholz, Commissioner

Date

Roy Drago Jr., Commissioner

Date

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Our previous Health Officer Dr. Berretta is no longer able to fulfill these duties so we are needing a new provider to oversee the standing orders for all of our clinical procedures.

2. FISCAL IMPACT:

There was a slight increase in compensation.

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

Following review per county counsel. The suggestion is to move to approve the agreement to Dr. Rod Schaffer and authorize the Board of Commissioners to sign on behalf of the County.

Attach additional background documentation as needed.

**AGREEMENT
MORROW COUNTY HEALTH OFFICER**

This agreement hereby entered into between Morrow County, a political subdivision of the State of Oregon (Morrow County), and Dr. Rodney Schaffer.

WITNESSETH,

WHEREAS, it is necessary to the interests and welfare of the people of Morrow County that the services of a Morrow County Health Officer be obtained; and

WHEREAS, said Health Officer must be a physician duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is willing to contract with County to perform the duties of Morrow County Health Officer.

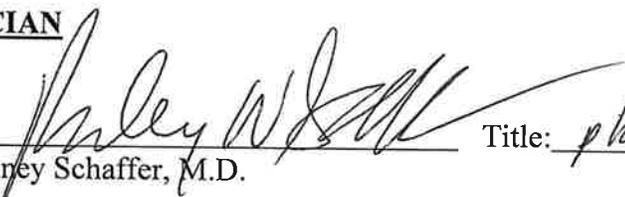
NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Commencing March 15, 2023, or as soon as this document is executed, Physician shall serve as Morrow County Health Officer for a one-year period. This agreement shall automatically renew for successive one-year periods unless terminated as provided for herein.
2. The duties of Physician in the capacity of Morrow County Health Officer shall include, but shall not be limited to, the following:
 - a) Share in medical decisions necessary to the activities of the Morrow County Health Department
 - b) Provide, as may be necessary, medical consultation services to the staff members of the Morrow County Health Department
 - c) Provide final approval of written standing orders, alerts for potential vaccine/drug contraindications, and approval of procedures relating to emergency medical care
 - d) Support the services offered, or arranged for, by the Morrow County Health Department to include at least the following:
 - i. Epidemiology and control of preventable diseases and disorders
 - ii. Parent and child services, including family planning
 - iii. Collecting and reporting health statistics
 - iv. Providing health information and referral services, and

- v. Providing environmental services(which we contract with Umatilla County)
- e) Support and promote Health Department core functions, including:
- i. Supporting the assessment of community health status and available resources
 - ii. Policy development resulting in proposals to support and encourage better health
3. In addition to any other provision contained herein, Physician shall comply with the requirements of the Oregon Revised Statutes regarding the duties and responsibilities of County Health Officers.
 4. County shall pay to Physician, for the first month of this agreement only, \$100 per hour for up to 10 hours of work (up to \$1,000) as compensation for physician services as Morrow County Health Officer. Each month of the agreement thereafter, the County shall pay to Physician the sum of seven hundred and fifty dollars (\$750) per month during the term of this agreement to reflect up to seven and a half hours of service per month. Reassess number of hours spent as needed and compensate accordingly.
 5. Medical malpractice/liability insurance is provided for in an intergovernmental agreement between Morrow County and Morrow County Health District, such that Physician shall be covered under Morrow County Health District's insurance for the duration of the intergovernmental agreement. Physician shall be promptly notified by Morrow County of any changes to insurance status pursuant to the above referenced intergovernmental agreement.
 6. Physician shall, in consultation with the Morrow County Public Health Nurse, determine the time, method and manner of performing the herein described duties, but shall do so in a manner conducive to the facilitation of the ongoing activities of the Morrow County Health Department, and shall provide Health Officer services pursuant to this agreement within medically reasonable and business appropriate deadlines.
 7. It is the understanding and intention of the parties that Physician shall work independently in the performance of this agreement, and this agreement shall operate as a contract with an independent contractor.
 8. In accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination act of 1975, Physician agrees to assure that the services provided in the capacity of Health Officer to the Morrow County Health Department shall be provided without regard to the recipient's race, color, national origin, sex, age, or handicap.

9. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this agreement.
10. Either party may terminate this agreement at any time by providing 30 days' written notice to the other party.
11. In the event legal action is commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney fees in addition to costs and disbursements.

PHYSICIAN

By:  Title: physc Date: 3-9-23
 Rodney Schaffer, M.D.

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

 David Sykes, Chair

 Jeff Wenholz, Commissioner

 Roy Drago Jr., Commissioner

APPROVED AS TO FORM:

 County Counsel

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROCUREMENT OF
MEDICAL MALPRACTICE/LIABILITY INSURANCE**

This agreement hereby entered into between Morrow County, a political subdivision of the State of Oregon (County), and Morrow County Health District, a political subdivision of the State of Oregon (District).

WITNESSETH,

WHEREAS, it is necessary to the interests and welfare of the people of Morrow County that the services of a Morrow County Health Officer be obtained; and

WHEREAS, said Health Officer must be covered by medical malpractice/liability insurance; and

WHEREAS, the District has the means to provide for such insurance coverage through an existing policy.

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Insurance coverage shall only be the responsibility of the District when the Health Officer selected by County is also employed by the District. In the event that the District's employment relationship with Health Officer ends, the District shall notify the County without unreasonable delay.
2. Upon execution of this agreement, the District shall ensure that Health Officer is covered by the District's existing medical malpractice/liability insurance.
3. In the event that the District's medical malpractice/liability insurance premiums increase as a result of Physician's duties as Health Officer, the County shall reimburse the District for the additional costs.
4. In the event that this contract is terminated, the County becomes solely responsible for procurement of medical malpractice / liability insurance for Health Officer.
5. Either party may terminate this agreement at any time by providing 30 days' written notice to the other party.

MORROW COUNTY HEALTH DISTRICT

By: *Earl K...* Title: CEO Date: 3/8/2023

MORROW COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

APPROVED AS TO FORM:

County Counsel

6a



TREASURER

Jaylene Papineau

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: jpapineau@co.morrow.or.us

Date Prepared: March 10, 2023

BOC Agenda Date: March 15, 2023

Subject: Monthly Treasurer Report-January

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates: January

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	3.04%	3.37%	.33%	\$154,167.47
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$70.40
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.23
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$22.85
Community Bank (Quarterly)	0.02%	0.02%	.00%	\$0.00

January Total Interest: Interest (less fees) was \$154,262.96

Outstanding checks:

Outstanding checks in the BEO-AP account total, as of January 31st, 2022 was \$579,480.99. No other bank accounts had outstanding checks.

January Treasurer Distribution:

Property Tax to Distribute:	\$603,911.76
<u>Paid to Taxing Districts:</u>	<u>\$408,080.41</u>

Transfer Requests: I received One Taxing District transfer of funds in January.

- The statement for the Local Government Investment Pool (LGIP) and the Pooled Cash Report are included.
- By the end of January, the LGIP Interest should be approximately, 3.75% per notice from the Oregon State Treasury. (Notice is attached).

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836



OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **January 31, 2023**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary	
		January 31, 2023	December 31, 2022
Opening Balance	53,765,208.86		
Purchases	970,821.47		
Redemptions	(585,714.44)		
<hr/>			
Closing Balance	\$54,150,315.89	54,150,315.89	53,765,208.86
Dividends	154,168.22		
<hr/>			
Total		\$54,150,315.89	\$53,765,208.86



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **January 31, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					53,765,208.86
Opening Balance					53,765,208.86
01/03/23	01/03/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	5,692.77	53,770,901.63
01/03/23	01/03/23	Redemption - ACH Redemption	1.00	(55.00)	53,770,846.63
01/03/23	01/03/23	LGIP Fees - ACH Purchase (4 @ \$0.05 - From 4206) - December 2022	1.00	(0.20)	53,770,846.43
01/03/23	01/03/23	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - December 2022	1.00	(0.35)	53,770,846.08
01/03/23	01/03/23	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - December 2022	1.00	(0.20)	53,770,845.88
01/04/23	01/04/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	26,833.91	53,797,679.79
01/10/23	01/10/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(21,251.43)	53,776,428.36
01/10/23	01/10/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(71,226.96)	53,705,201.40
01/10/23	01/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(2,154.94)	53,703,046.46
01/10/23	01/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(1,149.73)	53,701,896.73
01/10/23	01/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(9,668.33)	53,692,228.40
01/10/23	01/10/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(119,494.22)	53,572,734.18
01/10/23	01/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(12,079.52)	53,560,654.66
01/10/23	01/10/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(280,826.97)	53,279,827.69
01/10/23	01/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(39,553.85)	53,240,273.84
01/11/23	01/11/23	Purchase - ACH Purchase	1.00	201,407.10	53,441,680.94
01/11/23	01/11/23	Purchase - ACH Purchase	1.00	277,614.14	53,719,295.08
01/11/23	01/11/23	Purchase - ACH Purchase	1.00	37,849.94	53,757,145.02
01/11/23	01/11/23	Redemption - ACH Redemption	1.00	(76.47)	53,757,068.55



Account Statement

For the Month Ending **January 31, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
01/12/23	01/12/23	Redemption - ACH Redemption	1.00	(28,121.27)	53,728,947.28
01/17/23	01/17/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	934.91	53,729,882.19
01/18/23	01/18/23	ODOT - ODOT PYMNT	1.00	109,544.59	53,839,426.78
01/19/23	01/19/23	ODOT - ODOT PYMNT	1.00	26,488.20	53,865,914.98
01/19/23	01/19/23	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	482.48	53,866,397.46
01/19/23	01/19/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	761.87	53,867,159.33
01/19/23	01/19/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	6,521.41	53,873,680.74
01/20/23	01/20/23	Redemption - ACH Redemption	1.00	(55.00)	53,873,625.74
01/24/23	01/24/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	516.71	53,874,142.45
01/27/23	01/27/23	OR REV CAFFA - CAFFACNTYD	1.00	23,414.93	53,897,557.38
01/31/23	01/31/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	67,896.29	53,965,453.67
01/31/23	01/31/23	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	30,694.00	53,996,147.67
01/31/23	02/01/23	Accrual Income Div Reinvestment - Distributions	1.00	154,168.22	54,150,315.89



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **January 31, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					54,150,315.89
		Month of January	Fiscal YTD July-January		
Opening Balance		53,765,208.86	36,295,536.43	Closing Balance	54,150,315.89
Purchases		970,821.47	48,677,759.77	Average Monthly Balance	53,807,415.70
Redemptions		(585,714.44)	(30,822,980.31)	Monthly Distribution Yield	3.37%
<hr/>					
Closing Balance		54,150,315.89	54,150,315.89		
Dividends		154,168.22	576,167.21		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	19,020,588.57 (	393,193.22)	18,627,395.35
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	33,417.17	104.75	33,521.92
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,118,387.27 (	182,302.63)	936,084.64
202-100-1-10-1500		ROAD FC W/TREASURER	4,839,829.13 (	205,265.68)	4,634,563.45
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	717,143.18	40,425.51	757,568.69
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	37,088.07	0.00	37,088.07
205-100-1-10-1500		AIRPORT FC W/TREASURER	128,211.18	72,705.41	200,916.59
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	35,653.41 (	350.02)	35,303.39
207-100-1-10-1500		911 FC W/TREASURER	739,602.29 (	25,194.83)	714,407.46
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	287,109.09	1,908.32	289,017.41
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,279,870.76	154,952.73	1,434,823.49
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	0.00	0.00	0.00
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.00	0.00	0.00
214-100-1-10-1500		FAIR FC W/TREASURER	270,115.08 (	9,851.48)	260,263.60
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	98,301.56	308.14	98,609.70
216-100-1-10-1500		STF FC W/TREASURER	701,069.34 (	13,745.33)	687,324.01
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	92,319.71	289.40	92,609.11
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	20,047.71 (	32.00)	20,015.71
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	8,893.70	30,724.99	39,618.69
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	29,188.94 (	9,237.02)	19,951.92
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	23,955.64	75.10	24,030.74
223-100-1-10-1500		CAMI GRANT FC W/TREAS	36,324.10 (	4,371.83)	31,952.27
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	28,763.69	90.17	28,853.86
225-100-1-10-1500		STF VEHICLE FC W/TREAS	78,467.19 (	3,337.99)	75,129.20
226-100-1-10-1500		FAIR ROOF FC W/TREAS	28,397.56	89.01	28,486.57
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	5,596,917.63	17,544.55	5,614,462.18
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	19,409.56 (	238.79)	19,170.77
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	21,257.10	66.63	21,323.73
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	41,010.97	5,900.59	46,911.56
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	24,632.53	187.86	24,820.39
234-100-1-10-1500		DUII IMPACT FC W/TREAS	30,198.74	94.67	30,293.41
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	1,037,892.97	3,253.46	1,041,146.43
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,923,325.06	6,029.01	1,929,354.07
238-100-1-10-1500		PARK FC W/TREAS	522,245.72 (	41,424.62)	480,821.10
240-100-1-10-1500		EQUITY FC W/TREAS	274,091.01	859.19	274,950.20
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	628,922.27	1,971.47	630,893.74
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	889.70	2.79	892.49
245-100-1-10-1500		WPF FC W/TREASURER	2,257.73	0.00	2,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	87,633.09	274.70	87,907.79
322-100-1-10-1500		COURT SECURITY FC W/TREAS	64,185.13 (	6,392.31)	57,792.82
500-100-1-10-1500		ECHO WINDS FC W/TREAS	91,194.88	285.86	91,480.74
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	1,005,207.40 (	18,362.04)	986,845.36
502-100-1-10-1500		MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	129,829.56	8,035.19	137,864.75
510-100-1-10-1500		P & P FC W/TREAS	255,829.32	66,396.50	322,225.82
514-100-1-10-1500		IONE SD B & I FC W/TREAS	131,753.50 (	123,480.77)	8,272.73
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	2,154.94 (	333.69)	1,821.25
516-100-1-10-1500		RADIO DIST FC W/TREAS	57,545.36 (	50,582.66)	6,962.70
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	1,149.73 (	179.64)	970.09

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JANUARY 31ST, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500		PGE CARTY FC W/TREAS	403,915.12	1,266.14	405,181.26
522-100-1-10-1500		SHERIFF RES FUND/TREAS	17,178.83	37.33	17,216.16
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	2,131,085.12	6,680.27	2,137,765.39
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	5,517.99	17.30	5,535.29
540-100-1-10-1500		RESILIENCY FUND W/TREAS	5,173,153.84	0.00	5,173,153.84
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	346,646.43 (	308,188.60)	38,457.75
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	4,789.80 (	762.10)	4,027.70
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	2,789.84 (	436.56)	2,353.28
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	19,088.78	219.77	19,308.55
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	76.47 (	11.97)	64.50
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,692.96	11.57	3,704.53
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	29,529.94 (	26,084.93)	3,445.01
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	34,764.05 (	5,422.97)	29,341.08
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	7,691.19 (	1,198.16)	6,493.03
633-100-1-10-1500		CITY OF IONE FC W/TREAS	1,053.44 (	164.57)	888.87
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	3,368.10 (	525.91)	2,842.19
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	512.53 (	80.43)	432.10
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	148,878.93 (	124,054.77)	24,824.16
637-100-1-10-1500		BOARDMAN F&R DIST BOND	12,933.78 (	7,599.31)	5,334.47
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	85,620.97 (	84,671.96)	949.01
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	2,034.19 (	317.66)	1,716.53
640-100-1-10-1500		IONE RFPD FC W/TREAS	690,589.38 (	23,921.89)	666,667.49
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	126.94	1.52	128.46
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	917.17 (	142.21)	774.96
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	882.09 (	137.67)	744.42
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	35,180.14 (	34,372.39)	807.75
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	398.13 (	62.14)	335.99
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	75,853.81 (	73,571.03)	2,282.78
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	9,668.33 (	1,499.10)	8,169.23
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	1,581.94 (	246.86)	1,335.08
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	12,079.52 (	1,889.79)	10,189.73
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	2,356,590.15	26,060.48	2,382,650.63
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	176.52 (	27.53)	148.99
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	280,826.97 (	128,103.98)	152,722.99
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	249,067.78	1,440.47	250,508.25
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	119,494.22 (	94,713.27)	24,780.95
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.74	0.05	14.79
658-100-1-10-1500		BMCC FC W/TREASURER	55,086.21 (	28,473.74)	26,612.47
659-100-1-10-1500		BMCC B & I FC W/TREASURER	16,140.75 (	8,191.71)	7,949.04
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	43,465.43 (	33,878.94)	9,586.49
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	142,741.26	1,063.60	143,804.86
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	66,171.59 (	56,903.77)	9,267.82
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	6,231.93	0.00	6,231.93
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	3,042.61 (	474.90)	2,567.71
668-100-1-10-1500		TAX APPEALS FC W/TREAS	388,296.81	1,217.19	389,514.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,204.90	35.13	11,240.03
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	8,985.62	28.15	9,013.77
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JANUARY 31ST, 2023

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,181.58	3.70	1,185.28
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	827,466.61	2,592.54	830,059.15
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	15,164.03	(10,586.49)	4,577.54
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,068.05	24.81	2,092.86
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,295,859.61	4,062.11	1,299,921.72
685-100-1-10-1500	STATE HOUSING FC W/TREAS	25,490.12	(18,675.50)	6,814.62
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	132,412.72	414.86	132,827.58
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	155,318.80	(145,649.40)	9,669.40
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	34,561.03	(34,175.71)	385.32
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	673.77	(105.37)	568.40
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.06	0.00	0.06
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	1,065.59	(65.59)	1,000.00
TOTAL CLAIM ON CASH		57,102,677.45	(1,885,512.52)	55,217,164.93

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	2,590,826.42	(2,148,806.68)	442,019.74
999-100-1-10-1502	PAYROLL BEO	22,681.30	5,430.70	28,112.00
999-100-1-10-1503	STATE TREASURY POOL	53,765,153.86	385,162.03	54,150,315.89
999-100-1-10-1507	COMMUNITY BANK	100.22	0.01	100.23
999-100-1-10-1508	US BANK	0.00	0.00	0.00
999-100-1-10-1509	PROP TAX COLL BEO	722,513.15	(121,870.11)	600,643.04
SUBTOTAL CASH IN BANK - POOLED CASH		57,101,274.95	(1,880,084.05)	55,221,190.90

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	(500.00)	0.00	(500.00)
SUBTOTAL WAGES PAYABLE		(500.00)	0.00	(500.00)

TOTAL CASH IN BANK - POOLED CASH 57,101,774.95 (1,880,084.05) 55,221,690.90

DUE TO OTHER FUNDS - POOLED CASH

999-100-2-40-4002 DUE TO OTHER FUNDS 57,102,257.68 (1,885,512.52) 55,216,745.16

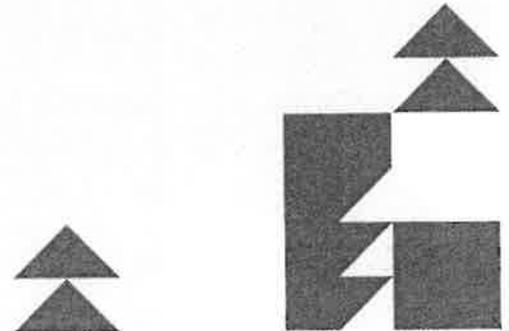
TOTAL DUE TO OTHER FUNDS 57,102,257.68 (1,885,512.52) 55,216,745.16

Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
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To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

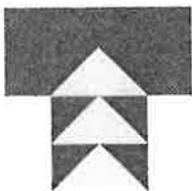
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Oregon Short Term Fund



Rate Change

Effective Friday, January 27, 2023, the Oregon Short Term Fund (OSTF) rate will change from 3.35% to 3.75%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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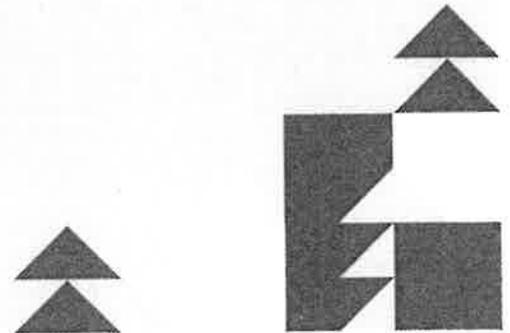
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Jaylene Papineau

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Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

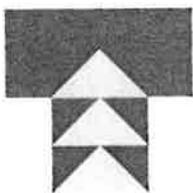
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Oregon Short Term Fund



Rate Change

Effective Friday, January 6, 2023, the Oregon Short Term Fund (OSTF) rate will change from 3.10% to 3.35%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: March 15, 2023
RE: Monthly Planning Update

Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

<u>Planning Permits</u>	<u>February 2023</u>
Zoning Permits	8
Land Use Compatibility Reviews	2
Land Partitions	2
Land Use Decisions	1
Rural Addresses	0
Property Lines Adjustments	0
Replat	0
Other	1

Ordinance Inventory Complete

While not an exciting project to many, the Planning Department is pleased to report on the completion of a significant research project – a collection of all land use ordinances adopted in Morrow County since the original Comprehensive Land Use Plan and Zoning Ordinance was acknowledged in 1986. Approval of an adopting ordinance is required for any plan, zone or code amendment. Since 1986 Morrow County Board of Commissioners (previously County Court) has adopted 142 land use ordinances. Special hats off to Stephanie Cas, Planner for doing the research and to Michaela Ramirez, Office Manager, for posting the ordinances to the Planning Department website. The archive of Ordinances can be found here:

<https://www.co.morrow.or.us/planning/page/planning-ordinance-archive>

Energy Projects

Status of energy projects in Morrow County is found here on the department webpage:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Idaho Power Company submitted land use applications for the Boardman to Hemingway 500 kV transmission line project approved by the state Energy Facility Siting Council (EFSC) on September 29, 2022. After staff conducts a “completeness review” and the applications are accepted, they will then begin processing the permits. This round of land use permits does not include amendments (realignment of the transmission line and haul roads affecting about four parcels) that Idaho Power Company recently filed with the EFSC.

Staff met with representatives of a new large solar development, Echo Solar, to discuss land use and permitting issues. Permitting for the 10,000-acre project is with the EFSC. In addition to land use matters, staff discussed the need for construction worker housing. The developer has agreed to meet with cities in the Willow Creek Valley to discuss housing opportunities.

Morrow County Heritage Trail

Planner Stephanie Case and High School Intern Caren Cardenas to work on the Interpretive panels. They are currently researching firms who can design panel content and produce replacement panels. Their next step is to develop a request for proposal for design and production. People interested in serving on a short-term committee to help design the Interpretive Panels please contact Stephanie at scase@co.morrow.or.us or (541) 922-4624 Ext 5506.

Willow Creek Valley Community Development Projects

Points Consulting held meetings with Heppner City Council and community members and Lexington Town Council and community members in February. A meeting in Lone will be held later. Each evening had a robust turnout and a lot of interest in Buildable Lands Analysis for industrial zoned parcels. The next phase of the work will include finalized BLI maps and draft Goal 9 Economic Development Update.

Staff have been coordinating with Anderson Perry on land use permitting for City of Lone wastewater project. The drain field will be located on land outside city limits. Permits and interagency review is underway.

Data Centers

Multiple data center projects are underway in the Boardman area. Each new data center now undergoes a pre-application meeting which is fostering a smoother process for permitting and for interagency review. After a revised Traffic Impact Analysis (TIA) for one data center is reviewed and accepted by county and Oregon Department of Transportation (ODOT) permitting will be underway for another data center.

Building Inspection Program

The City of Boardman – Morrow County Intergovernmental Agreement (IGA) was updated in 2022. City and County co-adopted a one-year agreement. Planning staff met with Building Official Glenn McIntire to review the program which operates well, that is, Mr. McIntire and the Building Clerk Jackie McAuley, provide excellent service. Staff will prepare a proposal to continue the arrangement.

WATER

GSI Water Solutions Inc., Planning Director Mabbott and Public Health Director Canaday had a work session with Board of Commissioners on February 8th. This was the first work session with GSI consulting since county entered a two-year contract to provide water coordination services. A team from GSI, including engineers and scientists, are drafting papers on four water topics including water quality, water quantity, drinking water protection and a summary of other water projects and initiatives in the region that impact Morrow County water users. The draft papers will be presented during an upcoming Board of Commissioners meeting.

Drinking Water

Federal funding to help Umatilla and Morrow Counties better understand alternatives for drinking water in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) was earmarked in 2022. Funds will be available to Umatilla and Morrow Counties after the Environmental Protection Agency (EPA) approves a grant application for the \$1.7 million congressional earmark. A Request for Proposal (RFP) will be posted late Spring. Additionally, staff submitted a request for 2023 Congressionally Direct Spending (CDS) funds which will allow Morrow County to continue the planning and preliminary engineering work funded with the 2022 earmark. Senator Merkley's staff is very engaged in the funding process, with a particular interest in alleviating nitrate problems of rural domestic households in the LUBGWMA.

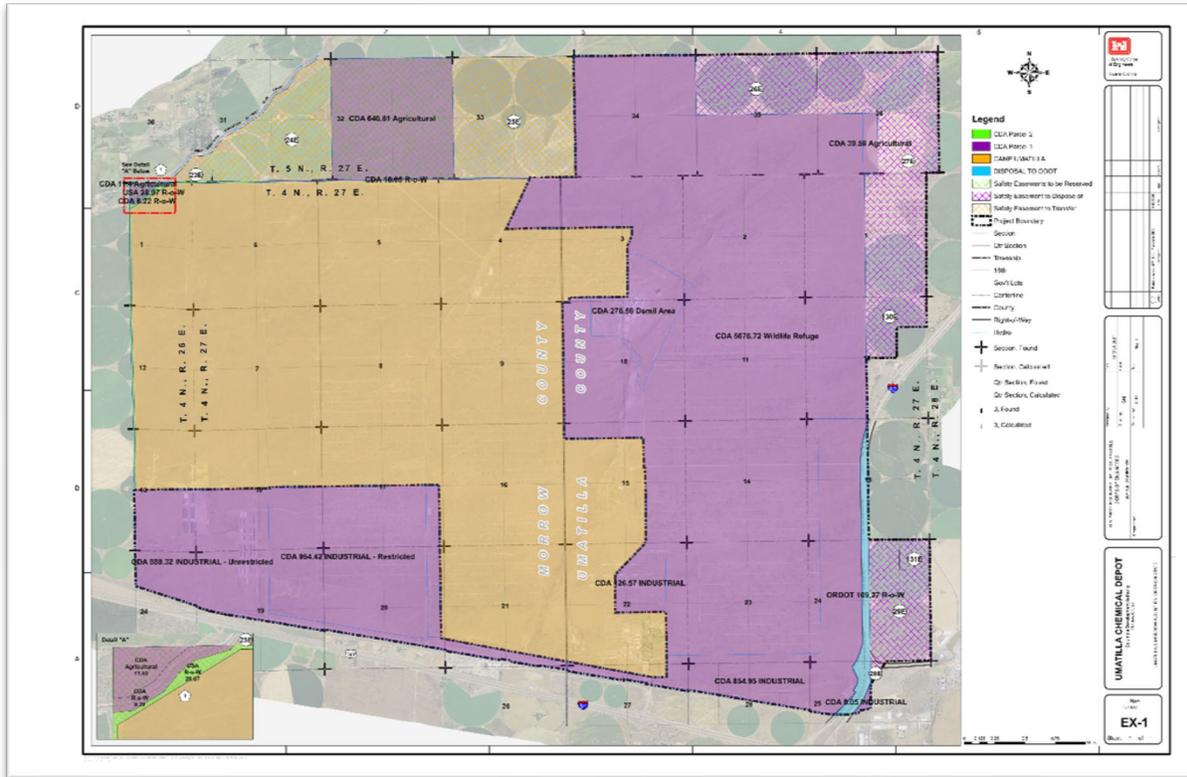
LUBGWMA

Commissioner Roy Drago was appointed to represent Morrow County on the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee; Planning Director Mabbott was appointed as the alternate. The purpose of the LUBGWMA is to study the source of nitrate contamination, identify solutions to remediate the nitrates and then encourage implementation of programs to reduce nitrates. The LUBGWMA has been in place since 1990 when the Oregon Legislature designated the LUBGWMA due to high levels of nitrates in north Morrow and West Umatilla County. A new ad hoc subcommittee was appointed at the most recent meeting, with the directive to conduct scoping of engineering firms to ascertain the suite of technical solutions available to remove nitrates. Once there is a better idea of costs the subcommittee will research fundraising options. Commissioner Dorran, Umatilla County and Commissioner Drago, along with the two county planning directors make up the subcommittee. This research is a long-term effort to better understand technical aspects of remediation. The LUBGWMA website was recently updated and includes excellent information for people interested in learning more. The LUBGWMA website has a lot of excellent background information. <https://lubgwma.org/>

Columbia Development Authority (CDA)

The deed transferring 9,511 acres to the (CDA) was recently recorded, signifying the beginning of a new era at the Umatilla Chemical Depot. Approximately 4,000 acres will be transferred to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) within 90 days. The balance of the land is located in both Umatilla and Morrow Counties and includes land zoned for habitat and for industrial use. One 640-acre parcel is zoned Exclusive Farm Use. Commissioner Wenholz is the Morrow County voting member and Commissioner Sykes is the alternate on the CDA Board. The five-member board includes one representative each from Morrow County, Port of Morrow, Umatilla County, Port of Umatilla and the CTUIR. While both Umatilla and Morrow County Planning Departments adopted zoning for the lands in 2014, other design and planning documents such as road plans and standards, infrastructure design, water and wastewater plans have yet to

be developed. Planning staff have developed an inventory of relevant plans and agreements in preparation and anticipation of inquiries for development.



Access to Transportation – Rural Transit Equity (RTE) Pilot Project

The transit survey was released to businesses and locations throughout Morrow County. All persons living or working in Morrow County are encouraged to take the survey. There is a Spanish and English version available. A link to the survey is here:

<https://www.co.morrow.or.us/planning/page/morrow-county-transportation-survey>

Evalcree, a local advocacy organization, is interviewing Spanish speakers and assisting them with the survey. The first Technical Advisory Committee meeting is scheduled for March 16 at 3:00. Persons interested are welcome to attend to learn more and share ideas.

Code Compliance

Activity is increasing as the weather is starting to warm up. Staff recently presented a new program to the Board of Commissioners – a neighborhood approach - to address neighborhoods with a large number of code and solid waste violations. The neighborhood approach arose after staff identified a rise of unpermitted businesses, specifically trucking companies, in several residential neighborhoods. The historic approach, working with only a few landowners in a neighborhood, has not achieved the desired results, code compliance. By notifying the entire neighborhood and sharing information about resources available (free waste disposal, dumpsters, etc.) the Planning Department hopes to see progress in entire neighborhoods.

Pending Cases:

- 5 new complaints- RVs as dwelling, commercial vehicles, junk & debris, solid waste and vehicle storage
- 3 complaints- RVs as a dwelling, junk and commercial vehicle on the property.
- 1 complaint- Home occupation, several trucks on property, vehicles and Junk
- 1 complaint- Home occupation, 2 RVs as dwelling
- 1 open and closed complaint- Stakes put in the public roadway, Ridgecrest Road. Property owner contacted and stakes were removed. Property owner will contact a surveyor to identify property lines.
- Communicating with 18 non-permitted trucking business operations located in residential zones.
- 2 Conditional Use Permits for Home occupations under review for compliance. Tentatively to go before Planning Commission April 25th, 2023 for reconsideration
- Other outstanding/ongoing cases - 36

Oregon Legislature

Staff continue to monitor land use and other natural resource bills. Laws, budgets and programs to increase the production of housing in Oregon are hot topics this legislative session, which has presented opportunities for staff to advocate for capacity and infrastructure funding for small cities, reasonable requirements for permitting dwellings and RV's in EFU-zone areas of the county, among other issues. Water is another popular subject for legislation and staff have provided technical information to legislative staff and committees.

Natural Hazard Mitigation Plan (NHMP) Update is about half way through the process to update the countywide plan. All five cities are participating and will have an "Annex" to adopt. Steering Committee, including county staff, fire districts, stakeholders and cities from South Morrow County, held a meeting in Lexington on February 21st. The project consultant is Susan Millhauser from the Oregon Department of Land Conservation and Development (DLCD). Stephen Wrecsics, GIS Planning Tech the county project lead, stepping in for Paul Gray, Emergency Manager. Stephen is also providing maps for the project. The next Steering Committee meeting is scheduled for March 21st in Irrigon at the North Morrow Annex. Committee will review and prioritize mitigation projects. Anyone interested in natural hazards or persons who have mitigation projects to consider are encouraged to attend the meeting. Project is scheduled to be complete January 2024.



P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5621

ADMINISTRATION

Roberta "Berta" Vanderwall
Interim County Administrator
rvanderwall@co.morrow.or.us

DATE: March 13, 2023
TO: Board of Commissioners
FROM: Roberta "Berta" Vanderwall
SUBJECT: Administrator's Monthly Report

The following is general update on activities or contacts I've had or that I'm working on this past month.

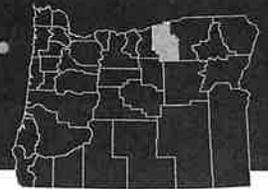
- Lindsay Grogan, Orientation
- Paul Gray – EMS
- Commissioner Sykes review for BOC meeting
- Justin regarding ASA for ambulance
- Kathleen Cathie, Representative Ron Wyden's office
- Met with David Hill, Judge and Chair Sykes to discuss the Circuit Court facility location
- Greg Sweek stopped by to introduce himself
- Darryl Green stopped to introduce himself and let me know if ever I have a questions, he is available.
- Met with Karen Wolff regarding signage for the Bartholomew building. Her request is in the packet for \$730.00 for a plaque.
- Gary Milliman, Prothman Consultants
- Kraig Cutsforth, City Manager of Heppner – toured different sites for the Circuit Court building
- Met with Kevin regarding budget items
- Met with Kevin and Commissioner Sykes regarding building lots for Circuit Court and budget information.
- Contacted Greg Smith's office regarding the nitrate issue, seeking letter of support for funding from their office for CDS Funding
- T/w Kalie Davis and Hillary Lambert, AWS regarding new areas of Influence with Morrow County and the Port and CREZ III Agreement Amendment #2 (See attached flyer).
- Reviewed DDA Agreement and researched information re the stipend pay each month.
- Reviewed DLR Contract
- Forwarded information to Tamara re Scott Meakins – Montana Easement Vacation, reviewed requirements and costs, talked with Scott and reviewed request.
- Reviewed Agenda items and signed off
- T/w Benjamin Tucker, Transit regarding a map to go along with the easement request for the new facility.
- Review AP
- Addressed personnel complaint
- Met with Michael Hatchett and Tayla Snapp, TC Energy reviewed their programs and Coyote Springs Compressor Station Project.

- Met with Chelsea Matheny from the school district regarding a permit to land a helicopter on the football field on May 11th. 541 720 8215 – Chelsea.matheny@morrowisd.org. Followed up with Sheriff Bowles.
- Attended BOC meeting in Irrigon, met with Tamara, Lindsay and Kevin over lunch for review and budgeting discussions, then met with Tamara regarding the Montana Avenue Easement.
- Met with Kim Cutsforth and Kraig. Obtained information regarding who designed their Busby building – Pat Woodcock, NW Engineering, 541-889-4432, 541-709-0905, patwoodcockpe@gmail.com.
- T/w Martha Dorhorthy regarding assistance with the Shamrock for Irish Days
- TEAM meeting with Lori Copperrath, (DLR), Judge Hill, Justin, Chair Sykes, regarding the Circuit Court building – start working on mapping and tax lot information for Lori
- Met with Justin and Roberta to review the agenda information and discuss the ASA with the Ambulance/Boardman Fire, Public Hearing for the SIP for Amazon, Scott Meakins Montana Vacation
- Met with Judge Diehl regarding available room in existing courthouse.
- Attended Joint meeting with Morrow County, Boardman and Port of Morrow
- Met with Commissioner Wenholz
- Roberta Lutcher has been extremely helpful showing me getting me oriented. Plus, she has such vast history and knows the processes.
- Contacted Patrick Sieng at Oregon Fairs to find out status update and the \$1M funding from the State. Trying to contact the Fair Board for further information.
- Met with Roberta and Justin to review the CREZ III Agreements.

Please contact me if you have any questions.



AWS Investment: Morrow County, Oregon



Total AWS Capital Investment

\$9.7 billion

From 2012 through 2021
in Morrow County

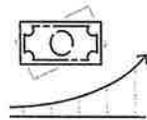
AWS announced the opening of the US West (Oregon) Region in November 2011. The Region consists of clusters of data centers located in Morrow and Umatilla Counties. The continuous construction and operation of data centers contribute substantial economic benefits to the local economy. The benefits are both direct, like investment and job opportunities, and indirect by creating spillover effects in the economy, like working with local vendors.



What is the Cloud?

Cloud computing is the on-demand delivery of IT resources over the internet with pay-as-you-go pricing. Instead of buying, owning, and maintaining their own data centers and servers, customers choose AWS for technology services like computing power, storage, and databases on an as-needed basis. In addition to cost savings, moving to AWS can lower customers' workload carbon footprint, according to a [study](#) by 451 Research.

In 2021, AWS Expenditure in Morrow County Resulted in



\$189 million

Economic
Impact



2,521

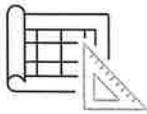
Jobs Created or
Retained



\$26 million

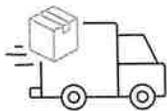
Tax and Fee
Payments

Measuring Economic Impact



Direct Effects

Investments in
construction and
expenditures for
operations



Indirect Effects

Inter-industry and
supply chain spending



Induced Effects

Household income
spending in local
economy

AWS is the **largest taxpayer** in Morrow County.

In addition to the jobs supported by AWS expenditures, by the end of 2021, our data centers directly employed **580 regular full-time employees** (up from 461 in 2020) with a median annual compensation of approximately \$74,000 (over \$17,000 more than the county median household income).

Construction Impacts 2012–2021

Cumulatively, our construction expenditures are estimated to have contributed an economic impact (GDP) of **\$612 million** (\$510M direct, \$51M indirect, \$51M induced) and, on average, an additional **1,075 FTE jobs** (983 direct, 44 indirect, 48 induced) in Morrow County.

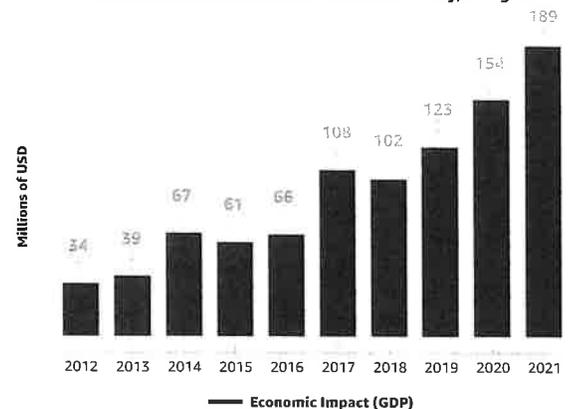
AWS Workforce Development

AWS delivers skills-based training with local partners to enable infrastructure and data center-related career pathways. Locally, AWS partners with Blue Mountain Community College (BMCC) to a co-host a Fiber Optic Fusion Splicing Certificate Course with Sumitomo Electric Lightwave. This two-day training course on fiber optic installation and repair is available to anyone interested in entering the fiber optic industry as well as professionals who want to learn fusion splicing. To further prepare for careers in data centers and the broader IT sector, AWS also partnered with BMCC to establish the Data Center Technician Training program. The Grow Our Own Talent and [Work-Based Learning Program](#) programming also provides pathways to internships and other entry-level data center careers. And through the interactive [We Build it Better \(WBIB\)](#) program, AWS has reached over 800 local students across 7 area schools with skill-building curriculum.

Sustainability

AWS actively looks for opportunities to operate more efficiently and return water to the community. In Eastern Oregon, we ensure 96% of the wastewater from our data centers can be reused locally for irrigation, and we expect to increase to 100% by 2024. This is one of AWS's many sustainability efforts. Learn more about AWS sustainability at [sustainability.aboutamazon.com/](#).

AWS Continues to Grow in Morrow County, Oregon





AWS in the Community

AWS is committed to being a good neighbor in the communities where we build and operate our data centers. AWS InCommunities was established to create and deliver long-term and innovative programs that will have a lasting impact in the communities where AWS has presence. AWS InCommunities efforts are largely focused on four areas to meet the needs of communities: 1) science, technology, engineering, arts, and mathematics (STEAM) education, equity, and access; 2) local tech upskilling; 3) environmental stewardship; and 4) employee engagement. Despite our areas of focus, AWS InCommunities chooses to remain nimble and is ready to respond to emergent, hyper-local needs. In addition, AWS InCommunities also drives a collection of programs that aim to inspire future leaders and builders, especially those from underrepresented and underserved communities, which include AWS Think Big Spaces, AWS CloudRoom, Girls Tech Day and more. AWS also provided \$2,000,000 in donations to local area non-profits and organizations as well as \$320,000 for two community grant funds supporting local projects across Morrow and Umatilla Counties. For more information, visit [this link](#).



How Can I Engage with AWS InCommunities?

AWS InCommunities can be engaged in multiple ways:

- **Community Engagement:** We can support local initiatives such as career development events (interviewing, resume building, and tech upskilling) and general community outreach. We can also implement an AWS InCommunities global signature program in your community.
- **Volunteerism:** We can mobilize hundreds of motivated and engaged volunteers across our infrastructure communities interested in supporting local organizations.
- **Sponsorship:** We can provide sponsorships to local community nonprofits, organizations, and programming, especially those that fall within our four pillars.

For more information on how to engage AWS InCommunities, please reach out to us at awsincommunities@amazon.com.



Oregon Spotlight

David Tanner is a native of Pendleton, Oregon and graduated from Pendleton High School, Blue Mountain Community College (BMCC), and Portland State University (PSU). His family is deeply rooted in the region. His wife is from Walla Walla, Washington, he has three young children, and his mother still resides in Pendleton. David was the first full-time employee hired locally by AWS to build our data center footprint in the region and was instrumental in developing the [Data Center Technician Training curriculum](#) offered at BMCC. He is now on the Data Center Operations Leadership Team and manages approximately 200+ AWS full-time employees and an equal number of contractors.

Legislative Updates

7

Submitted by: Tamra Mabbott

House Bill, Senate Bill or Legislative Concept Number:

House Bill 2487

Summary of Bill or Legislative Concept:

To allow event center and wedding venue in the Exclusive Farm Use Zone. Applies to counties east of Cascade Mountain Range with populations under 85,000.

<https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB2487/Introduced>

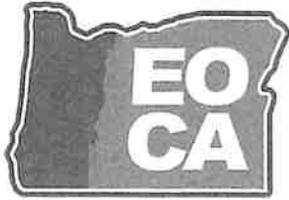
Impact to Morrow County:

Would increase flexibility to farmers and ranchers who desire opportunities to diversify their natural resource business income. Some agri-tourism activities are already allowed in ORS but this Bill would increase flexibility while still providing for checks and balances so that activity does not interfere with farming and ranching.

County has invested in a tourism program to help promote agri-tourism and other businesses. Support of this Bill would complement that effort.

Recommendation to Commissioners:

Support the Bill and authorize Chair Sykes to work with County Planning Director to provide comments to Legislative Committee – comments may include technical changes to the Bill.



EOCA represents 14 eastern and central Oregon counties, comprising a significant majority of the land within the state's borders. Our constituents face unique challenges due the diverse and dramatic geography of the counties we represent. Together, our respective commissioners work collaboratively to advocate on behalf of those who live, learn, and work in Eastern Oregon. We aim to shape policies that recognize the needs of our region of the state and challenges we face.

Hello Rocky,

Thank you for continue to find common ground on HB2487. In response to 100 Friends of Oregon's concerns:

- *We have opposed the bill as currently drafted, with these types of events being allowed as a "sub (1)" use and without sideboards. We testified to this at the hearing.*
- *if there is to be a statutory "path" for events on farmland (including weddings), then there should be sideboards:*
 - *It should be allowed as a "sub (2)" use; that is, a conditional use, including a provision that this is the only method by which to site these types of events*
 - *There should be sideboards in the statute to ensure this nonfarm use does not interfere with accepted and normal farm practices. We recommend the following:*

(1) cap at 150 people, including event staff, and similar parking limits;

(2) not allowed in permanent structures (i.e. event tents that are taken down after the event);

(3) limit to 6 events per year (see ORS 215.283(4)(c)); and

(4) must be incidental and subordinate to existing farm use of the property

- *Reform the "Home Occupation" statute back to its original intent, so it is not used as a backdoor way to site these larger events that are not related to farming and were not what was originally contemplated with the Home Occupation statute. I have attached four proposals for doing that, which we have drafted and shared with DLCD (prior to this legislative session - this issue of events on farm land has been a vibrant discussion for awhile).*

We note that if an applicant wants larger events, or wants to, for example, use an existing barn for events, they can already apply for a permit under the "agri-tourism" statute.

Here is our response:

The current language proposed from discussions with DLCD are that it would be better as "sub2".

Moving it to a Sub(2) would satisfy the need for additional sideboards.

As for "Home Occupation, we agree that the following should be adopted as a reform:

Permit Review and Renewal and Permit Personal to Applicant

Legislative Fix

Problem: Once permitted, home occupations rarely receive oversight to ensure that conditions of approval are enforced. The lack of oversight can allow businesses to morph in ways that can have significant impacts on nearby farm and forest operations. Another issue occurs when applicants attempt to transfer the home occupation permit along with the conveyance of the property. The ability to operate a home occupation is often tied to the specific skills of the original applicant, which are evaluated during the approval process. Allowing the transfer of the permit to a new property owner or assuming that this can be done, can result in situations in which the new owner does not have the skills to run the home occupation within the scope of the conditions of approval. This in turn puts pressure on the home occupation to violate the conditions of its approval.

Proposal: Include oversight measures similar to what the legislature has provided for agritourism events. ORS 215.283(5). These include permit review every four years with notice and the opportunity to comment. Similar to the agritourism statute, ensure that a home occupation permit is personal to the applicant and not transferrable with the conveyance of the property. ORS 215.283(4)(c).

Thank you for all of your work on this

Sincerely,

Paul Anderes, Chair Eastern Oregon Counties Association

Correspondence



P.O. Box 361
lone, Oregon 97843
Email: cityofloneor@gmail.com
Phone: 541-422-7414 Fax: 541-422-7179

MAR 06 2023

March 2, 2023

RE: City of Lone, Oregon - Wastewater System Improvements Project— 2023

To Whom it May Concern:

As you have most likely heard, the City of Lone is pursuing a Wastewater System Improvements project. The project includes installing new septic tanks and connecting them to new wastewater system main lines throughout the City. The intent of this project is to connect residences to the City's sewer system without upfront costs to the property owner.

The City is proposing to operate a septic tank effluent gravity (STEG) system. In a STEG system, each residence has a septic tank, and the effluent from the tank is drained to a collection system main line rather than a drain field. As part of the project, the City intends to replace your existing septic tank with one owned and operated by the City.

The City has hired Anderson Perry & Associates, Inc. (AP) to complete the design engineering effort for this project. The next step in the process is to acquire survey and field data related to the existing septic tanks and service connections, including field-locating the sewer service cleanout and the existing septic tank at each residence.

You are receiving this letter because you are listed as a property owner of a residence within the City of Lone. **We are writing to you to request permission for AP personnel to enter your property and obtain survey points for your existing septic tank and sewer service cleanout.** Construction is anticipated to begin by late summer or fall 2023, with the septic tanks likely being replaced in spring or early summer 2024. **Please fill out the attached Right-of-Entry form and return it to the City Hall by March 23, 2023.** If you have any questions regarding the proposed project, please feel free to contact Elizabeth at City Hall at 541-422-7414.

Respectfully,

A handwritten signature in black ink, appearing to read "MSK", is written over a horizontal line.

Michael Skow
Mayor, City of Lone

Enclosure: 1

RIGHT-OF-ENTRY

Homeowner Name _____

Address 320 W Main Street - Old Gas Station

Homeowner is resident

Home is being rented*

*If the home is being rented, we ask that the homeowner notify the tenant that surveyors will be accessing the property to obtain survey data on the septic tank.

Comments/Special Instructions _____

IT IS UNDERSTOOD AND AGREED:

That this right and license shall continue until the work is completed unless expressly revoked by Homeowner before completion. It is further understood that the City shall, to the extent permitted by Oregon law, be responsible for any damage arising from the activity of the City, its officers, contractors, and employees on said land and exercise of rights under the right-of-entry either by repairing such damages or, at the option of the City, by making an appropriate settlement with the above-named in lieu thereof.

The City agrees to be responsible for any damage or any third-party liability that may arise from its activity defined above subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes (ORS) 30.260 through 30.300, ORS 672.047, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the City. The City shall not be required to indemnify or defend the Homeowner for any liability arising out of the wrongful acts of employees or agents of the Homeowner.

Homeowner hereby represents and warrants that he/she is the Owner of said real property or otherwise has the right to grant this permit for entry.

Dated this _____ day of _____, 20____.

Signature _____

Signature _____

RIGHT-OF-ENTRY

Homeowner Name _____

Address 250 E Highway 74 - Ione, OR

Homeowner is resident

Home is being rented*

*If the home is being rented, we ask that the homeowner notify the tenant that surveyors will be accessing the property to obtain survey data on the septic tank.

Comments/Special Instructions _____

IT IS UNDERSTOOD AND AGREED:

That this right and license shall continue until the work is completed unless expressly revoked by Homeowner before completion. It is further understood that the City shall, to the extent permitted by Oregon law, be responsible for any damage arising from the activity of the City, its officers, contractors, and employees on said land and exercise of rights under the right-of-entry either by repairing such damages or, at the option of the City, by making an appropriate settlement with the above-named in lieu thereof.

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Homeowner hereby represents and warrants that he/she is the Owner of said real property or otherwise has the right to grant this permit for entry.

Dated this _____ day of _____, 20____.

Signature _____

Signature _____

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

BOC Chair Sykes and I met with Michael Hatchett Manager/Advisor of State Government and Community Relations with TC Energy to discuss the Coyote Springs Compressor Station Project.

TC Energy owns and operates Gas Transmission Northwest (GTN) which has built the 1,377 mile pipeline that transports Canadian natural gas to communities in Oregon, Washington and California. They will be adding a booster station on the Coyote Springs Lateral near MP 304.25. The new station will add operational reliability and flexibility and allow GTN to meet its mainline certificated design capacity while safely meeting its design pressure requirements. This project is designed to upgrade their system to meet increased demands along with upgrading their software operating system at all three stations.

TC Energy focuses on building strong and have identified the following four areas of concern: Safety Environment, Education and Community. They have scholarship programs focusing on trades and STEM for two and four year programs.

They are also working on a Hydrogen Production facility in North Dakota and an ammonia facility.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

Greetings Commissioner Sykes and Roberta,

Thank you for the time you took out of your busy schedules to meet with both Mike and I this week. I thoroughly enjoyed getting to know a bit about each of you and the community you call home. I have included some of the information we visited about below. I am working on finding an answer for you regarding our Three Mile Canyon Farms partnership.

Community Investment: Our community investment program, Build Strong, invests in organizations that are vital to our communities and our business. Whether we are providing grants to organizations, awarding scholarships to future energy problem solvers or supporting local events that bring community members together, our goal is to help build strong, vibrant communities through mutually beneficial relationships. Build Strong in the United States, donates to non-profits, registered charities, associations, municipalities, social enterprises, Indigenous groups and foundations that:

- equip first responders with the resources they need to keep our communities safe;
- improve access to education for future energy problem solvers;
- protect and enhance the environment for today and tomorrow;
- and mitigate barriers to well-being in our communities.

We have four main focus areas in which include the above items:

- Safety
- Education
- Environment
- Resilient Communities

Scholarships: At TC Energy, we believe that helping students succeed helps communities succeed. Our scholarship program was created based on an understanding that support for education is not only important to our business, but also important to the communities where we live and work. In 2022, TC Energy awarded 806 scholarships across North America. TC Energy Scholarship categories include:

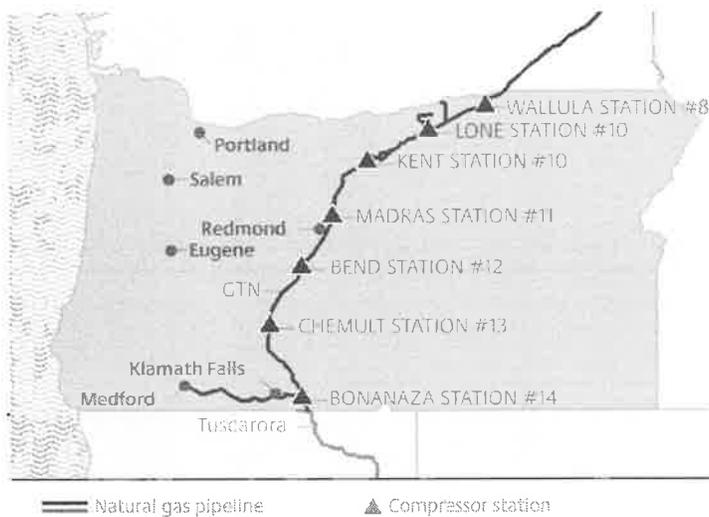
- TC Energy STEM Scholarship - awarded to students annually who are studying science, engineering, technology or math academic disciplines related to the energy industry, and can demonstrate a strong commitment to their communities through volunteerism, leadership or other community involvement.
- TC Energy Indigenous Legacy Scholarship - awarded to Indigenous students (First Nation, Métis, Inuit, Canadian Non-status, Native American) annually who are pursuing any full-time, post-secondary program at a registered education institute.
- TC Energy Trades Scholarship - awarded to students annually who are studying trades relevant to the energy industry.

Please feel free to always reach out if there are any questions, comments, or concerns that I may be able to help with. I look forward to continuing to work with you both and thanks again for your time.

Best,

Tayla

TC Energy in Oregon.



TC Energy and its affiliates deliver the energy millions of people rely on every day to power their lives and fuel industry. Focused on what we do and how we do it, we are guided by core values of safety, innovation, responsibility, collaboration, and integrity. Our more than 7,000 people are committed to sustainably developing and operating pipeline, power generation and energy storage facilities across Canada, the U.S. and Mexico.

With our presence across the continent, we also support jobs and generate long-term economic opportunities. Our people play an active role in building healthy, vibrant and prosperous communities. We're proud of how our hard work and commitment sets us apart and benefits society, every day. Visit [TCEnergy.com](https://www.tcenenergy.com) and **connect with us on social media** to learn more.



Our presence in Oregon

Natural gas pipeline infrastructure

GTN, Tuscarora

Length of pipeline (mi)	846.77
Compressor stations	7

Economic impact

Property taxes accrued	\$7.07 million
Community investment	\$112,400
Number of employees	41

U.S. facts

- Approximately 4,000 U.S. employees
- Assets in 40 states
- 30,436 miles of natural gas pipeline
- 1,925 miles of liquids pipeline
- 535 BCF of storage capacity in the U.S.

This information is TC Energy's best assessment of our impact in the communities in which we operate. These results are not meant to be representative and not intended to be additive.

Gas Transmission Northwest XPress Project

Gas Transmission Northwest (GTN) is an interstate natural gas pipeline owned and operated by TC Energy. GTN has announced plans to begin work at several compressor station sites along the pipeline in the Pacific Northwest beginning in 2023. This project is designed to upgrade our system to meet increased demands from our customers in the region—utilities that provide the reliable energy communities throughout the Western US depend on. Improvements are planned for GTN's compressor stations in Athol, Idaho; Starbuck, Washington; and Kent, Oregon.

Software operating systems will be upgraded at all three stations to increase turbine compressor horsepower. These turbines smoothly and continuously move gas through the pipeline, allowing efficient delivery to utilities and other customers.

A new turbine compressor at Starbuck will also be installed to further increase horsepower. Finally, additional gas cooling will be installed at Kent and Starbuck.

Ultimately, the GTNXP project will strengthen the link between TC Energy's Foothills Pipeline system in British Columbia and West Coast markets in the U.S. GTN filed a certificate application with the Federal Energy Regulatory Commission (FERC) for approval of this work in October, 2021. These initiatives are anticipated to be in service by November 2023.





Anticipated project schedule

October 2021	File FERC application
October 2022	Receive FERC certificate
April 2023	Start construction
November 2023	Place in service

TC Energy will continue to develop and maintain relationships with landowners and local communities through all stages of the project.

For over 65 years, TC Energy has proudly delivered the energy that millions of North Americans rely on to power their lives and fuel industry. Guided by our values of safety, responsibility, collaboration and integrity, our more than 7,000 people are deeply rooted in their communities and ensure that we develop and operate our facilities safely, reliably and with minimal impact on the environment. We are committed to listening to our neighbors and we work with all our stakeholders to develop better project plans and create long-term opportunities and economic benefits in the communities where we operate across Canada, the United States and Mexico.

Contact us

We invite you to contact TC Energy with any questions or comments you have about the project:

Phone: 1-832-320-5000
Email: us_communications@tcenergy.com

Mike Hatchett
Advisor, State and Community Relations U.S.
Email: Mike_Hatchett@tcenergy.com
Phone: 1-425-465-3497

COYOTE SPRINGS COMPRESSOR STATION PROJECT

THE PROJECT

The Gas Transmission Northwest (GTN) is a 1,377-mile pipeline system that transports Canadian natural gas to communities in Washington, Oregon and California with a capacity to deliver as much as 2.7 billion cubic feet per day (Bcf/d). In 1995, GTN constructed a lateral or offshoot of our mainline in Coyote Springs also located in Morrow County starting at milepost ("MP") 304.25 that served what is now known as the Coyote Springs Meter Station ("MS").

The project encompasses the installation of a booster station on the Coyote Springs Lateral near MP 304.25. This new station will provide operational reliability and flexibility and allow GTN to meet its mainline certificated design capacity while safely meeting its design pressure requirements, including on the Coyote Springs Lateral.

ANTICIPATED PROJECT SCHEDULE

Jan 2023	Begin construction of new facilities
Q3 2023	Place in service

Throughout all stages of the project, we will continue to develop and maintain relationships with landowners and local communities along our footprint as we safely, responsibly deliver the energy people need—every day.

We are a team of 7,000+ energy problem solvers working to move, generate and store the energy North America relies on. Today, we are taking action to make that energy more sustainable and more secure. We are innovating and modernizing to reduce emissions from our business, and we are delivering new energy solutions – from natural gas and renewables to carbon capture and hydrogen – to help other businesses and industries decarbonize too. TC Energy is an energy infrastructure company that for more than 70 years – and in this area, over 100 years – operated pipelines, storage facilities and power-generation plants that support life in the U.S., Canada and Mexico safely, reliably and quietly.

We invite you to contact TC Energy with any questions or comments you have about the project:

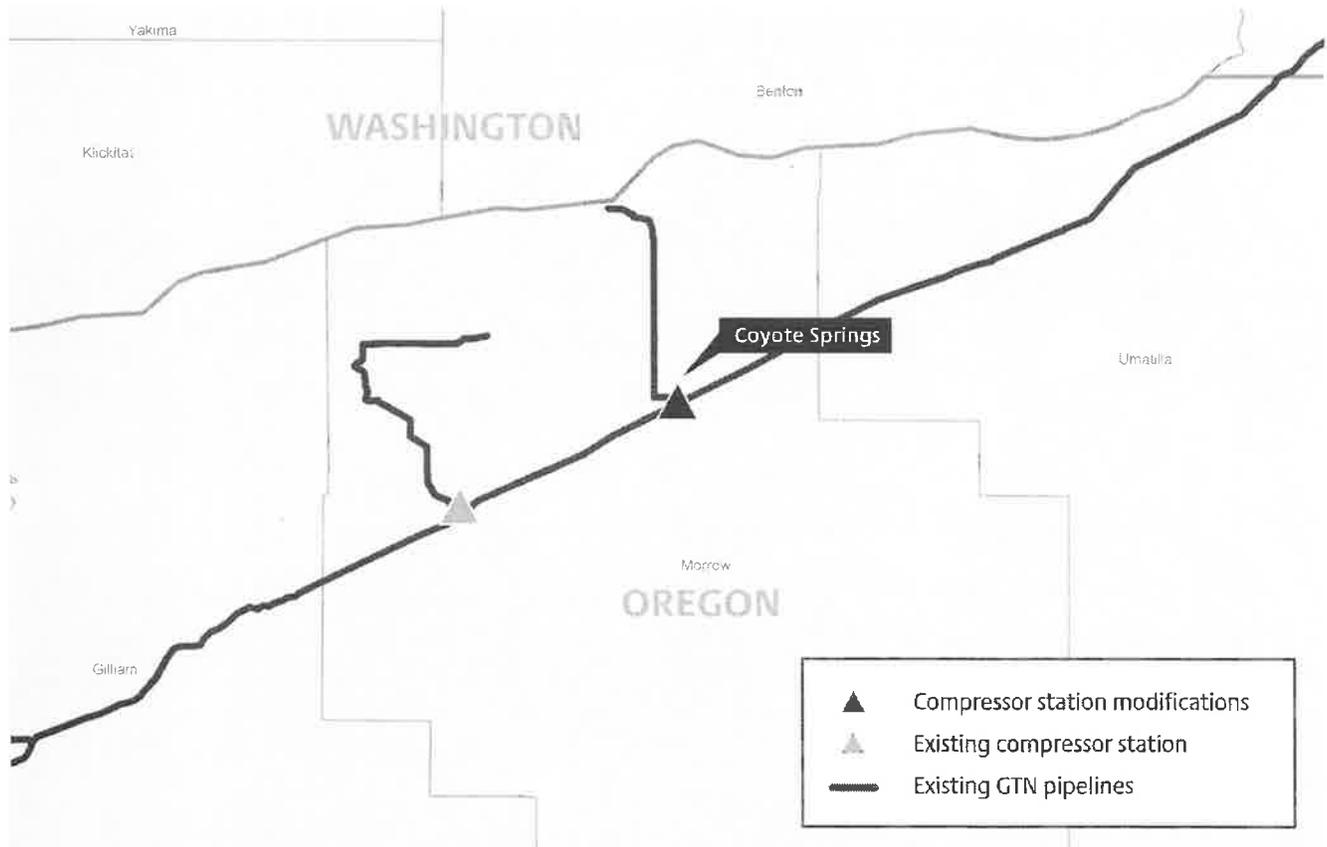
Tim Irons

Land Rep, US Land Services
tim_irons@tcenergy.com

Tayla Snapp

Advisor, State Government and Community Relations
tayla_snapp@tcenergy.com

For all Media Inquiries, please contact 1-800-608-7859





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

(For BOC Use)
Item #
11

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

Presenter at BOC: Mike Gorman / Justin Nelson
Department: Assessor / County Counsel
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 3/15/2023

- 1. SIP Public Hearing and Potential Approval of SIP Agreement: Amazon Data Services Inc.
2. Resolution R-2023-4

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

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

Reviewed By:

Department Director Required for all BOC meetings
R. Vanderwall 3-13-23 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Amazon Data Services, Inc. have requested a Oregon Strategic Investment Program Agreement (SIP Agreement) with Morrow County. Prior to approval of a SIP Agreement, the County is required to hold a public hearing regarding the potential SIP Agreement (ORS 285C.609(4)). The public hearing will allow the Board of Commissioners and public to hear from staff, proponents of the agreement, and anyone who may be opposed to the agreement or neutral.

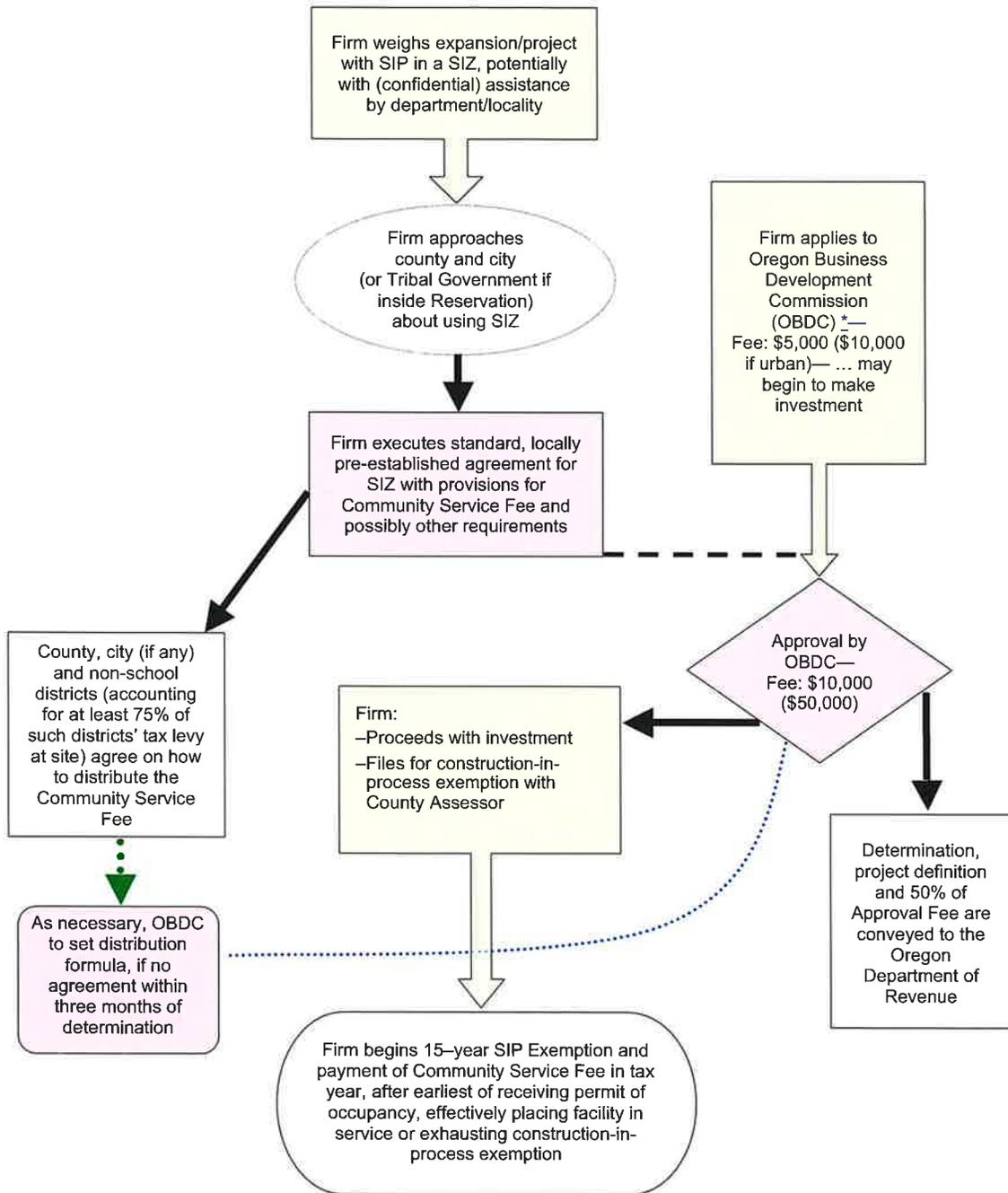
2. FISCAL IMPACT:

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

1. Hold public hearing on potential SIP Agreement.
2. After public hearing, if Board is comfortable with the terms of the agreement: "Motion to approve the Oregon Strategic Investment Program Agreement with Amazon Data Services, Inc. and direct staff to coordinate with Amazon Data Services, Inc. to submit the agreement to Business Oregon."
3. "Motion to Approve Resolution R-2023-4"

Attach additional background documentation as needed.

Oregon Strategic Investment Program (SIP) Process Inside a Strategic Investment Zone (SIZ)



*Application submitted to Business Oregon (Oregon Business Development Department), which may review for at least 21 days before conveying to Commission; along with application fee, form and up-to-date information, an executed copy of first-source hiring agreement with the 'contact agency' for local publicly-funded job training providers also will be needed.

[ORS § 285C.609](#)

Current through statutes enacted in the 2022 Regular Session of the 81st Legislative Assembly as of June 29th, 2022, pending classification of undesignated material and text revision by the Oregon Reviser.

LexisNexis® Oregon Annotated Statutes > Title 26A Economic Development (Chs. 284 — 285C) > Chapter 285C- Economic Development III (§§ 285C.045 — 285C.659) > Strategic Investment Program (§§ 285C.600 — 285C.639) > (Generally) (§§ 285C.600 — 285C.620)

285C.609 Request by county; community services fee agreement; distribution of fee proceeds.

- (1) A determination under [ORS 285C.606 \(1\)](#) by the Oregon Business Development Commission that a project shall be exempt from property taxation under [ORS 307.123](#) must be requested by official action of the governing body of the county taken at a regular or duly called special meeting thereof by the affirmative vote of a majority of its members.
- (2) The governing body of any Oregon county shall forward appropriate prospective eligible projects to the Oregon Business Development Department for processing.
- (3) For purposes of this section, for projects located on a federally recognized Oregon Indian reservation, the governing body of a county shall be considered to be the governing body of the federally recognized Oregon Indian tribe.
- (4) The county may not make the request under subsection (1) of this section unless, after a public hearing:
 - (a) The county and, if the proposed eligible project will be located within a city, the city have entered into an agreement with the business firm, as described in this subsection.
 - (b) The agreement provides for the payment of a fee by the business firm, as follows:
 - (A) The fee shall be for community services support that relates to the direct impact of the eligible project on public services.
 - (B) The fee shall be in an amount equal to 25 percent of the property taxes that would, but for the exemption, be due on the exempt property in each assessment year, but not exceeding \$2.5 million in any year.
 - (C) The fee shall be paid annually during the tax exemption period, as of a date set forth in the agreement.
 - (c) The agreement provides for the refunding or crediting of overpayments, for interest on late payments or underpayments and for the manner in which the appeal of the assessed value of the property included in the project will affect the fee.
- (5) The agreement described in subsection (4) of this section may provide for any other requirements related to the project.
- (6)

(a) The fee collected under subsection (4)(b) of this section shall be distributed by the county based on an agreement. The agreement is effective only if:

(A) The county and the city, if any, in which the eligible project is located have entered into the agreement; and

(B) Local taxing districts listed in [ORS 198.010](#) or [198.180](#) that constitute at least 75 percent of the property tax authority of all local taxing districts listed in [ORS 198.010](#) or [198.180](#) in the code area in which the eligible project is located have entered into the agreement.

(b) If an effective agreement is not entered into under paragraph (a) of this subsection within three months after the date of the determination by the commission under [ORS 285C.606 \(1\)](#), the commission shall, by official action, establish a formula for distributing the fee collected under subsection (4)(b) of this section.

History

Formerly 285B.386; [2017 c.490 § 3](#), effective October 6, 2017.

Annotations

Notes

Amendment Notes

The 2017 amendment by c. 490, § 3 (S.B. 936), effective October 06, 2017, in (4)(b)(B), substituted “exceeding \$2.5” for “exceeding \$2” and deleted “or, if the eligible project is located in a rural area, \$500,000 in any year” at the end.

Research References & Practice Aids

Hierarchy Notes:

[ORS Title 26A, Ch. 285C](#)

LexisNexis® Oregon Annotated Statutes
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End of Document

OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Morrow County, a political subdivision of the State of Oregon (the "County"), and Amazon Data Services, Inc. (the "Company"), hereby enter into this Strategic Investment Program Agreement (the "Agreement") this 15th day of March 2023 (the "Effective Date").

RECITALS

WHEREAS, the Oregon Legislature has established the Strategic Investment Program ("SIP") to promote industrial competitiveness and to improve employment in the area where projects are to be located by encouraging businesses engaged in projects to hire local employees. (See ORS 307.123 and ORS 285C.600-285C.620); and

WHEREAS, the SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, the Company proposes to make investments in a project in the County with a capital cost of at least \$25 million that is expected to include the construction and operation of data center facilities and to create approximately 80 new, permanent full-time equivalents in the County; and

WHEREAS, the Company and the County have jointly negotiated this Agreement, the Company has provided the County with a copy of the SIP application (the "SIP Application") it has submitted to the Oregon Business Development Commission ("OBDC"), and following the mutual execution of this Agreement, the Company will submit a final SIP Application to the OBDC; and

WHEREAS, the Company has previously made significant investments in the County that have contributed to long-term investment and employment in the County; and

WHEREAS, the Company and the County desire to enter into this Agreement to further encourage Company to continue to make investments in the County and to streamline and simplify the reporting and administration of tax abatements made available to the Company; and

WHEREAS, the County and the Company have provided public information and an opportunity for public input regarding the SIP generally and the SIP Application specifically, including a formal public hearing on this Agreement held in the County on March 15, 2023; and

WHEREAS, this Agreement provides the terms and conditions under which the County agrees to request to the State of Oregon that the SIP Application be approved and tax abatement be granted for the Project, as defined below, in exchange for performance by the Company of the obligations herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

1. **Project Definition and Scope.**

1.1 The "Project" will consist of investments in one or more data center facilities to be developed by the Company or its affiliates and located in the County. Each data center facility will include the data center building shell, related machinery and equipment, computer networking equipment, computer servers, and other related personal property, and an industrial water

building, security buildings, and other related support facilities and buildings, which may be installed, constructed, added, or placed in service in phases or stages in the County during the term of this Agreement. The Project includes one site, located on Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24). The Project further includes repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement. The Project will be located on land zoned and planned, at the time of development, to allow the operation of data center facilities and related structures as a permitted use within the County.

1.2 The "Exempt Portion of the Project" will include all property included in the Project that is not considered taxable for purposes of ORS 307.123(2).

1.3 The "Non-Exempt Portion of the Project" will include all property included in the Project that is considered taxable for purposes of ORS 307.123(2).

1.4 The Project shall not include:

- (a) any "existing property," defined as property previously owned or leased by the Company at any location prior to the OBDC's receipt of the SIP Application;
- (b) any investment outside of the geographic confines described in Section 1.1 above; or
- (c) any expenditure deemed not to constitute a component of an "eligible project" pursuant to the administrative rules of the OBDC.

2. **Exemption for the Project.** The County acknowledges and agrees that, upon approval of the Company's Application and conditioned upon the satisfaction of other requirements under ORS 285C.600 through 285C.620 and this Agreement, the Exempt Portion of the Project, including with respect to any portion of the Project for which construction, installation, modification, or addition occurs during or after the first year of the SIP Exemption Period, will be exempt from ad valorem property tax as provided in ORS 307.123.

3. **Term of SIP Exemption.** Pursuant to ORS 307.123(2)(c), the "SIP Exemption Period" shall start as of the beginning of the property tax year after the earlier of (a) the date the Project is certified for occupancy, or (b) the expiration of the exemption for commercial facilities under construction under ORS 307.330, and shall continue for 15 property tax years.

4. **Conditions Precedent.** Except for the obligations set forth in Sections 6.2 and 7.1, the obligations set forth herein are conditioned upon:

4.1 The County's approval of this Agreement; and

4.2 A determination by the OBDC or its designee that the Project is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules.

5. **Company Payments and Related Obligations.**

5.1 Subject to Section 6.1, the Company will pay the County the amounts set forth below; annual payments shall be paid no later than December 1 of each tax year.

(a) Ad Valorem Property Taxes. For each year of the SIP Exemption Period, pursuant to ORS 307.123, the Company shall pay to the County property taxes with respect to the Non-Exempt Portion of the Project, which will be payable at the County's tax rate in accordance with ORS 311.505.

(b) Community Services Fee ("CSF"). For each year of the SIP Exemption Period, the Company shall pay to the County a CSF, in an amount equal to 25% of the property taxes that would, but for the exemption pursuant to this Agreement, be due with respect to the exempt property included in the Project in each assessment year, but not exceeding an aggregate of \$2,500,000 in any year. The CSF will be calculated pursuant to ORS 285C.609(4)(b)(B).

(c) Additional Annual Improvement Payment ("AIP").

- i. For each year of the SIP Exemption Period, the Company shall pay to the County an AIP for each data center located within the Project that is issued, and maintains, a certificate of occupancy (a "Qualifying DC"). The AIP for each Qualifying DC is equal to \$5 per square foot thereof; provided, however, that the AIP for each of the first 4 Qualifying DCs that is at least 180,000 square feet is equal to a minimum of \$1,000,000 regardless of their square footage; provided further, that the minimum total AIPs for each year of the SIP Exemption Period will be \$2,000,000 (subject to the deductions set forth in Section 5.1(c)(ii)). The references to data center square footage in this paragraph refer to the gross square footage within the exterior walls of each data center building.
- ii. For each year of the SIP Exemption Period, the AIP shall be reduced by the amount of the payments made to the County set forth in Sections 5.1(a) and (b). For each year of the SIP Exemption Period where the payments made pursuant to Sections 5.1(a) and (b) are greater than the AIP, no AIP shall be paid.

(d) Community Development Contribution ("CDC"). Within 60 days after the Company has received notice that the OBDC, or its designee, has determined pursuant to ORS 285C.606 and OAR 123-623-1600 that the Project is eligible for the SIP exemption, the Company shall pay to the County a CDC in the amount of \$5,000,000. The Parties acknowledge that the CDC is intended to assist with costs of capital improvement projects within the tax districts included in the consolidated tax code area in which the Project is located, which may include payment or defeasance of debt service on, or redemption of, outstanding bonded indebtedness issued for such purposes under applicable law. Nothing in this Section 5.1(d) shall modify, extend, waive, or otherwise affect the exemption provided under this Agreement, or constitute an obligation of the Company to support the payment of or satisfy any such bonded indebtedness, or compel the County to use the CDC for this purpose.

(e) County Cost of Preparation of SIP Agreement. The Company agrees to reimburse the County for its reasonable costs incurred for the preparation of this Agreement, including staff, legal, administrative, and professional fees; provided, however, in no event shall the aggregate of such fees payable to the County exceed \$30,000. Payment of these costs shall be made within 30 days after receipt of an invoice from the County.

(f) Permit Fees. The Company will pay all standard building permit and other permit fees related to the Project. The Company further agrees that if it has a choice between obtaining an equivalent permit, license, or similar approval for the Project from either a local governmental entity or a state entity, the Company will obtain the permit, license, or similar approval from the local governmental entity.

(g) Payments Generally.

i. The payments by the Company described in this Section 5 shall be made payable to "Morrow County" and delivered to the Morrow County Assessor.

ii. With respect to the Project, and to the fullest extent permitted by applicable law, the Company will not be required to pay sums to any local taxing authority in which the Project is located other than those payments described in this Section 5.1. Failure to make payment in full of the Company Payments (as defined below) by the applicable due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes. In accordance with Oregon law, in the event of an overpayment of the Company Payments, the County shall either issue an overpayment refund check or return the incorrect payment and request that the Company reissue payment in the correct amount. In the event of return payment, the Morrow County Assessor shall establish a reasonable schedule for payment. If the Project does not qualify for exemption from taxation pursuant to ORS 307.123, or otherwise fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value for the Project, for any property tax year during the SIP Exemption Period, the Company shall not be required to pay the Company Payments for that property tax year.

(h) Future Bonding.

i. For each year of the SIP Exemption Period, the Company will contribute an amount to the County (the "Bond Contribution") to be used solely for the payment or prepayment of debt service on newly-issued general obligation bond indebtedness incurred to finance public utilities, public educational services, fire services, public health services, or public safety services, and issued pursuant to voter approval of a measure passed on or after the date of this Agreement by any taxing district included in the consolidated tax area in which the Project is located (a "Qualifying Bond"). The

annual Bond Contribution will be equal to 100% of the aggregate amount the Company would have been assessed with respect to such Qualifying Bonds for the Project but for the exemption pursuant to this Agreement and any other exemption for property owned by the Company at the Project. The Company will not unreasonably object to any local measures for Qualifying Bonds.

- ii. Following voter approval of a Qualifying Bond and prior to the issuance date of any such Qualifying Bond, the Company and the County will collaborate to ensure that (a) Bond Contributions are expended solely to prepay or to make debt service payments on Qualifying Bonds, (b) tax levy rates imposed on taxpayers are adjusted to take into account any Bond Contributions, and (c) Bond Contributions do not violate any tax-exemption requirements for Qualifying Bonds. The Parties will enter into additional agreements to implement these provisions.

5.2 SIP Application. The Company shall file a final SIP Application with the OBDC in accordance with Oregon Administrative Rule 123-623-1400 and pay all applicable fees as provided in ORS 285C.612 and applicable administrative rules. The parties acknowledge that the Project is located in a “rural area” within the meaning of ORS 285C.600(6).

5.3 First-Source Hiring Agreement. The Company shall enter into a first-source hiring agreement with appropriate third parties acceptable to the County in substantially the form required pursuant to OAR 123-070. The County is to be designated a third-party beneficiary of the agreement and is entitled to enforce its terms. The parties may designate a different provider for this service by letter agreement.

5.4 Company Filing Obligations. The Company shall file with the County, the OBDC, and the Oregon Department of Revenue, as applicable, all reports or filings required by statute or administrative rule, including any information required by ORS 308.285 – 308.290, if applicable. For each year of the SIP Exemption Period, the Company shall also file the prescribed annual report by April 1 as prescribed by OAR-123-623-4000.

6. County Obligations.

6.1 Each year during the SIP Exemption Period, on or before October 25, the County shall submit to the Company an invoice setting forth the amounts of the CSF and AIP (the CSF and AIP collectively, the “Company Payments”) and a statement describing its calculations of those amounts.

6.2 Within 15 days after the Effective Date, the County shall request by official action of the County Board of Commissioners, within the meaning of ORS 285C.609(1), taken at a regular or duly called special meeting of the County Board of Commissioners, that the OBDC determine that the real and personal property constituting the Project situated in the County be granted exemption from ad valorem property taxation for the SIP Exemption Period.

6.3 The County is solely responsible for the allocation, budgeting, division, and disposition of any payment due under this Agreement, including any portions that may

be due or payable to any other jurisdiction. In no event shall the Company have any liability in connection with any disagreement, error, or conflict related to the division, allocation, or distribution of such amounts. In no event will the Company have any liability or obligation to any other person with respect to any payment due under this Agreement after the Company has discharged its duty to pay as set forth in Section 5 above, and the County shall hold the Company harmless with respect to any claims to the contrary. The Company payments are not intended to create any third-party beneficiary rights for any entities except as expressly designated in this Agreement.

6.4 The County will support the Company in the Company's efforts to qualify for and obtain other tax incentives in connection with the Project, including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but the County makes no warranty with respect to its ability to affect any outcome in such regards.

7. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

7.1 Cooperate with the OBDC, the Oregon Business Development Department, and the Oregon Department of Revenue to secure approval of the SIP Application and take such steps as may, from time to time, be reasonably necessary to maintain the tax exemption.

7.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.

8. **Ad Valorem Property Taxes.**

8.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the Non-Exempt Portion of the Project that is taxable as described in Section 5.1(a) of this Agreement or on property not included in the Project.

8.2 Without limiting any other remedy under law, nothing herein 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 ad valorem property taxes. If, for any property tax year, the amount of such property tax or the value of any property is redetermined after the applicable property tax or Company Payments have been paid, then the County shall promptly recalculate the amounts described in Section 5.1 for that property tax year, without regard to any interest, and shall provide the Company with a statement describing its calculations. Within 60 days after delivery of the statement, the Company shall pay any underpayment, or the County shall refund any overpayment, as the case may be, based on such recalculations. If either party receives interest attributable to the redetermination, the party receiving such interest shall pay to the other party an amount equal to such interest, to the extent that such redetermination caused the underpayment or overpayment for the property tax year.

9. **Termination Rights.**

9.1 The Company's Termination Right. The Company may elect to terminate this Agreement for any reason or no reason by delivery of written notice thereof to the County.

Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.

9.2 The County's Termination Right. If the Company fails to pay any portion of the Company Payments or Bond Contribution by the date on which it is due, the County shall provide written notice to the Company. Such notice must provide an additional 60 days in which the Company may cure any such payment deficiency or default. Notwithstanding the foregoing, if no cure is made by the end of the tax year in which such Company Payments or Bond Contribution is due, the tax exemption for the Project shall be revoked, and the property of the Project shall be fully taxable for the following property tax year and for each subsequent property tax year for which the Company Payments or Bond Contribution, or portion thereof, remain unpaid. If the unpaid amounts, including any applicable interest pursuant to Section 5.1(g), are paid after the exemption is revoked, the Project property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year SIP Exemption Period. In the event that the Company fails to pay the amounts due pursuant to Section 5 for 2 consecutive property tax years, then in addition to any other remedies allowed at law or in equity, this Agreement and the SIP exemption for the Project may be terminated at the County's election.

10. Confidentiality.

10.1 The parties acknowledge that this Agreement is a public record subject to Oregon's public records laws. The County agrees that its staff, representatives and agents will exercise the utmost discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the parties' performance under this Agreement. If any person or entity requests any data, documents, or notes about the Company or its business practices (other than this Agreement) that are related to this Agreement or its tax exemption ("Confidential Information"), whether by court order, subpoena, Oregon Public Records Request, or other reason, the County shall not release any such information except as consistent with the following provisions:

(a) the County shall notify the Company within 3 business days of the receipt of such request;

(b) if the Company elects to challenge or appeal the release of such information, the Company shall notify the County within 9 business days of receipt of the request, and the Company shall assume all responsibilities, costs, and expenses for such defense; and

(c) if the Company does not notify the County within 9 business days of receipt of such request, the County shall be authorized to release the requested information to the requestor and the County shall have no liability to Company for such release of such Confidential Information.

Notwithstanding the above, the County agrees to cooperate with the Company in any challenge or appeal to a court order, subpoena, public records request, or other applicable law requiring the release of Confidential Information. The Company shall indemnify and hold the County harmless for all costs and expenses incurred in the challenge or appeal to the

release of such Confidential Information, including court and appeal costs and the County's attorney's fees and expenses. Nothing in this section requires the parties to refuse to disclose such Confidential Information after a final order, including any appeal, by a competent judicial authority. If Oregon law is amended to require responses to public records requests be made less than 12 business days from the request, the number of business days specified in Paragraphs (a) and (b) of this Section 10.1 shall be reduced to 2 business days, and the number of business days to respond to a public records request as mandated by Oregon law, less two business days, respectively.

11. Miscellaneous Provisions.

11.1 Effective Date. Unless terminated earlier pursuant to its terms, this Agreement shall be effective as of Effective Date and remain in effect until the end of the SIP Exemption Period, after which this Agreement and the obligations of all parties hereto shall terminate.

11.2 Assignment. None of the parties party may assign this Agreement without the prior written consent of the other parties, except that the Company may assign this Agreement to any of its affiliates or to any wholly owned subsidiary of its ultimate holding company, or to a new entity without the prior written consent of the other parties. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Nothing in this Agreement shall be deemed to constitute a restriction or condition on the ability of the Project owner to freely sell, transfer or assign ownership of the improvements or the underlying land or any portion thereof or any ownership interest in the Project owner at any time.

11.3 Amendment. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

11.4 Waiver. No waiver, modification, amendment or other change will be binding on either party, except as a written addendum, signed by authorized agents for both parties. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11.5 Terms. Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees included in this Agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a party simply because that party drafted the provision.

11.6 Notices. All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, 3 business days after mailing if sent by mail, and 1 business day after dispatch if sent by express courier, to the following addresses:

<u>If to the Company:</u> Amazon.com, Inc.	<u>If to the County:</u> Morrow County Assessor
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<p>410 Terry Ave. N Seattle, WA 98109 Attn: Amazon Web Services, Economic Development</p> <p><u>With copies to:</u></p> <p>Amazon.com, Inc. Attn: General Counsel P.O. Box 81226 Seattle, WA 98108</p> <p>Amazon Web Services Economic Development 2121 7th Ave Seattle WA, 98121</p>	<p>PO Box 247 Heppner, OR 97836</p> <p><u>With copies to:</u> []</p>
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A copy of all notices and communications relating to this Agreement shall also be sent, on or before the date in which they become effective, by email to:

<p>If to the Company:</p> <p>Aws-econ-dev@amazon.com</p>	<p>If to the County:</p>
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11.7 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, neither the Company, nor any of its affiliates, shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishment in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this Agreement and (ii) \$3,000,000.

11.8 Force Majeure. A party will not be deemed to be in breach, material breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event. The Company and the County agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a

party hereto, over the Project or over a party's operations.

11.9 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is the intent of the parties that, in the event a clause or provision is stricken, that there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable so as to provide a comparable property tax exemption and comparable payments as provided for in this Agreement.

11.10 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

11.11 Change of Law. The parties acknowledge that, due to the term of the Agreement, federal or state laws and regulations, including the statutes and administrative rules relating to the SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affect by court cases, and that such legal changes may materially alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. No party shall be liable to the other for damages or costs directly or indirectly resulting from such legal changes. The parties shall negotiate in good faith amendments that conform to such legal changes while, to the extent feasible, retaining the essential features and relative benefits under this Agreement.

11.12 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in the Circuit Court of the State of Oregon for the County of Morrow. The parties agree that in case of any disputes that arise under this Agreement, they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both parties for a period of 30 days before filing any litigation.

11.13 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Notwithstanding the foregoing, each party's maximum liability under this Section 11.13 is \$75,000 and in no event will any party be obligated by this Section 11.13 to pay an amount in excess of \$75,000.

11.14 Merger. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

11.15 Counterparts. This Agreement may be signed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. A signature page delivered by fax or electronic mail will be considered an original signature page. At the request of a party, the other parties will confirm delivery of a signature page (whether by fax or electronic mail) by delivering an original signature page to the requesting party.

11.16 Waiver of Jury Trial. WITH RESPECT TO ANY PROCEEDING OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE), THE PARTIES KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. **Further Assurances**. Promptly upon the written request of the other party, each party shall do such further acts and shall execute, have acknowledged, and deliver to the other party any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the County and the Company, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

MORROW COUNTY

AMAZON DATA SERVICES, INC.

Dated this 15th day of March 2023

Dated this _____ day of March 2023

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

Printed Name & Title

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF REQUESTING)
THE OREGON BUSINESS)
DEVELOPMENT DEPARTMENT) RESOLUTION NO. R-2023-4
EXEMPT THE AMAZON DATA)
SERVICES, INC. PROJECT FROM)
PROPERTY TAXATION UNDER THE)
STRATEGIC INVESTMENT PROGRAM)

WHEREAS, the legislative Assembly has declared that a significant purpose of the Strategic Investment Program (SIP) ORS 307.123 and ORS 285.600-285.620 is to improve employment in areas where eligible projects are to be located by encouraging business firms that will benefit from an eligible project to hire employees from the region in which the project is to be located whenever practicable; and

WHEREAS, SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, Amazon Data Services, Inc., proposes to build and operate one or more data center facilities, situated in Morrow County, located on (Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24)) and has approached Morrow County about the SIP; and

WHEREAS, a public hearing was held on March 15, 2023 before the Board of Commissioners in the Morrow County Bartholomew Building in Heppner, Oregon, to provide public information and to provide for public input regarding a property tax exemption under the SIP for the Amazon Data Services, Inc. Data Center Project; and

WHEREAS, Amazon Data Services, Inc. and Morrow County have entered into an agreement that requires, among other things, that Amazon Data Services, Inc. pay a Community Service Fee to Morrow County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Morrow County requests that the Oregon Business Development Department exempt the Amazon Data Services, Inc. Data Center Project located within Morrow County (Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24)) from property taxation under the SIP; and

IT IS HEREBY FURTHER RESOLVED that Morrow County appoints the County Assessor for Morrow County to serve in the capacity of the local administrator for the SIP in Morrow County; and

IT IS HEREBY FURTHER RESOLVED that the SIP administrator shall assist Amazon Data Services, Inc. in submitting certified copies of this Resolution and other evidence of Morrow County's fulfillment of provisions under ORS 285C.609 to the Department.

Dated this 15th day of March 2023.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

Approved as to Form:

Justin Nelson
Morrow County Counsel
OSB #074460