

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 15, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Electronic Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Minutes: May 28th Joint Meeting with Umatilla County; April 22nd & 29th
 - c. Northeast Oregon Forests Resource Advisory Committee nominees for the Resource Advisory Committee for Umatilla National Forest, Wallowa-Whitman National Forest & Malheur National Forest
5. **Business Items**
 - a. Morrow County Government Command Center Update
 - i. Reopening Plan Criteria Benchmarks
 - b. Tillamook/Business Oregon Grant Application Update (Chair Lindsay)
 - c. Irrigon Building Update (Darrell Green, Administrator)
 - d. BOC Meeting Schedule: No meetings July 29th, September 30th & December 30th
 - e. 5310 Discretionary Grant Agreement #34261 – Two-way cameras for Special Transportation vehicles (Katie Imes, Coordinator, The Loop)
 - f. Made to Thrive Program Update (Christy Kenny, Juvenile Department Director)
6. **Department Reports, Written Only**
 - a. Juvenile Department Quarterly Report (submitted by Christy Kenny, Director)
 - b. The Loop Quarterly Report (submitted by Katie Imes, Coordinator)
 - c. Parole & Probation Semi-Annual Report (submitted by Dan Robbins, Corrections Lieutenant)
 - d. Emergency Management Quarterly Report (submitted by Undersheriff John Bowles)
7. **Correspondence**
8. **Sign documents**
9. **Adjournment**

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

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

Electronic Meeting Information

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

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

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>

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6/10/20
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MINUTES
JOINT MEETING OF
UMATILLA COUNTY BOARD OF COMMISSIONERS
AND
MORROW COUNTY BOARD OF COMMISSIONERS
May 28, 2020
1:30 p.m., Stafford Hansell Government Center, Room 113
915 S.E. Columbia Drive
Hermiston, Oregon
Zoom conference or phone call in available

Umatilla County Commissioners Present: Chair John Shafer, Vice-Chair George Murdock, and Commissioner Bill Elfering

County Counsel: Doug Olsen

Morrow County Commissioners Present: Chair Melissa Lindsay; Vice-Chair Don Russell; and Commissioner Jim Doherty

County Counsel: Justin Nelson

Other Attendance: Morrow County: Darrell Green, County Administrator; Bobbie Childers (zoom); County Public Health: Diane Kilkenny, Interim Health Director; Shelley Wight, Emergency Preparedness; Undersheriff & Emergency Manager John Bowles (zoom).
Umatilla County: Joseph Fiumara, UCo Health Director (zoom).
Torrie Griggs (zoom); J. R. Cook, NOWA (phone)

CALL TO ORDER: Chair Shafer called the meeting to order at 1:30 p.m. He advised the meeting is being video and audio recorded and minutes will be taken.

CALL TO ORDER: Chair Lindsay called the meeting to order at 1:30 p.m.

Pledge of Allegiance

City/Citizen Comments – This is for public input for other than agenda items. None.

Open Agenda – The Boards may introduce subjects not already on the agenda.

Business Items

1. **COVID-19 and Public Health.** Morrow County representatives Diane Kilkenny & Shelley Wight advised of 12 cases and all recovered. They have 9 trained tracers. Joe Fiumara, UCo Health, advised of 115 cases and 96 recovered plus four presumptive with one still in the hospital. There are three deaths at this time. The number of people in place changes daily. There are 12 people available for contact tracing with at least eight on 7 days/week operation. Commissioner Murdock asked Joe to explain the operations center. Mr. Fiumara advised there are 10 work stations (additional staff were hired) on the third floor of courthouse in Pendleton. Seven people are on a varying schedule to account for 7 days/week and to allow some to have time off. Part-time people are available and trained to work additional hours if needed -- ramp up can come quickly.

In response to Commissioner Lindsay’s question about a “tipping point”, he feels that number would be high, but with additional help he is thankful for slowing of the work. Umatilla County has exceeded the number (contact tracers) per capita outlined by the Governor. Question by Diane Kilkenny about estimate of how many hours contact tracers have spent on cases. Mr. Fiumara didn’t have that information (that specific) at

this time -- it is more inclusive. Activity sheets are kept, however. Ms. Kilkenny commented it appears to be about 10-15 hours in Morrow County, but she doesn't know specifics either.

Mr. Fiumara advised the state requirement of 12 FTE for Umatilla County's population (about 88,000), 7 day/week operation equates to 480 hours/week. Current staffing is for 488 hours and can go a few more if needed.

Commissioner Lindsay encouraged the joint conversation today with all public health. Shelley Wight commented about processing plants (awareness of Clark County, Washington) -- unknown if the virus appears there and suggested the need to contact trace right away. It is on their radar.

Commissioner Murdock asked if Umatilla County is expecting about \$640,000. Mr. Fiumara advised that is the allotment with another \$92,000 going to regional support. The push now is to run through the existing modernization collaboration. In response to Commissioner Murdock's question, Mr. Fiumara advised the CARES amount is \$740,000.

2. Phase 2 Reopening – Governor's Office. Commissioner Lindsay is not sure about the phase 2 target – feels it may be premature. She wants to be sure both counties talk about what that might entail. Commissioner Shafer talked about a problem with not putting information on ORPHEUS (data site?). Mr. Fiumara agreed there are issues with the ORPHEUS system at some level. However, there is time to commit to input data. The more users, the more issues. That system is not set to track some things; however, a new system is in works for contact tracing with monitoring by public health. It is 2+ weeks to being launched live. Data will be included hoping to streamline the process. All are hopeful it comes out okay. Commissioner Shafer pointed out this was supposed to be 2 weeks ago, so it is already delayed. Regarding contact tracing to other agencies, Mr. Fiumara advised OHA may designate another business organization to do contact tracing (and maybe more). A committee (?) vote of 9 to 2 was in favor for contract amendment. But, to make it operational, all parties must sign.

Commissioner Shafer asked what are the challenges? Mr. Fiumara noted one thing is individuals being released from prison where they are getting some competing information when released if there was exposure – that needs to be figured out. He feels peaks may come with reopening; however, this is the timeframe. Ms. Wight feels there may be peaks in 2+ weeks. Another concern is people traveling out of state and also to Mexico – Morrow County has issues with workers in their type of ag businesses. And, Ms. Kilkenny talked about workers traveling regionally – Boardman, Hermiston, and Tri-Cities.

In response to Commissioner Elfering's question about an idea of numbers with a surge, Mr. Fiumara advised metrics are pulled on a weekly basis and posted on Thursdays; it seems to appear 5% increase is expected – a relatively small number though could be a big spike. Also looking at community spread getting contact that way. 24-hour contact tracing is required and very time-consuming. And hospital capacities must be available.

Commissioner Lindsay commented PPE is a factor. She feels we our region is coming along pretty well. Commissioner Murdock asked Mr. Fiumara about other places in state possibly having issues reopening due to contiguous counties. He was not aware of problems. Discussion turned to stand alone counties and talk of regional numbers as well as hospital regions, CCOs, county partnerships, and the importance of collaborations.

Commissioner Shafer asked about gathering sizes. Mr. Fiumara advised only from original framework, where a gathering # of 50 came from; he's not seen any updates or reiteration and didn't know if that's the number. Ms. Wight & Ms. Kilkenny concurred.

Commissioner Shafer advised of keeping in close contact with the Governor's office and the need to keep on top of conversations. Commissioner Doherty expressed concern about delays in current updates and challenges of notifications from the Governor's office. All are writing the phase 2 outline without any input from the Governor – that is no direction or leadership. He feels AOC could have discussion and maybe take a leadership role in crafting the phase 2 plan – it needs to be ready to go when the OK is given by the Governor.

Commissioner Murdock added we are a bit over a week from phase 2 and he's also concerned about the Governor's office taking too much time. He feels it must be applied tomorrow (May 29) to work within the 3-week next phase. Mr. Fiumara advised that Alisha Southwick (Deputy Director of Health) attended an advisory meeting yesterday where they were told next week there should be guidance from the Governor's office. (Laughter – that is too late!)

Commissioner Murdock feels the Governor's office isn't leading or taking responsibility and is certainly focused on Multnomah County. He noted all should keep in mind rural counties are moving to phase 2, but urged caution. He is concerned with liability with possible lawsuits.

Justin Nelson commented the Governor's office sets the rules and that is the basis for responsibility. He also advised the Sheriff's office's enforcement is based on the Governor's rules.

Commissioner Murdock is not so sure in the near future that we won't still be keeping distancing, stay home if you are sick – that is not different from before COVID-19. He also pointed out businesses need to keep their insurance informed moving forward.

Commissioner Shafer asked about churches and if Morrow County has received a lot of comments. Commissioners Lindsay and Doherty advised they don't hold authority for churches. When they crafted their rules, they deferred to the state with recommendation that churches contact the state. Mr. Nelson concurred that the 25 gathering number holds. There is not a separate rule for churches – it is the mass gatherings number. There was discussion about 25 people per room and separate entrances. Commissioner Murdock noted churches are worried about the 6-foot rule – he's heard that is more; it depends on fragility of members. Both county boards have not given direction regarding churches other than the numbers -- 25 gathering and 6-foot distance.

Commissioner Murdock noted AOC is talking daily on the dollars -- it is not on phase 2. Commissioner Doherty feels like Salem is setting up a firewall.

Morrow County Health (Ms. Kilkenny and Ms. Wight) want to get out a press release, including current work on phase 2, while keeping in mind the pushback of phase 1. And maybe to include monitoring and indicators from phase 1.

3. CARES Act Funding. A joint letter is to be considered (Morrow County wrote the letter). Commissioner Doherty gave the framework (Commissioner Elfering got copies for all to review). He outlined the allocation by the federal government regarding health care costs and shoring up businesses – a lot of losses. In that regard, Jackson County prepared a very direct letter. AOC was asked to sign on as well as any and all commissioners. The AOC Executive Committee convened using Jackson County's letter as a template with working points, but Commissioner Doherty is looking to recraft it for non-partisan support. A team was put together at the legislature to work on a letter of support for obtaining federal funds as was intended. However, the Governor is the one who interprets federal law for distribution of funds.

Commissioner Doherty read the letter (copy attached). Comments were made about “autonomy” and “unanimity” coming together with a collective voice. [County Counsel Doug Olsen noted the vote needs to

be made by both boards.] **For Umatilla County, Commissioner Murdock moved to approve. Seconded by Commissioner Elfering. Carried, 3-0.**

For Morrow County, Commissioner Russell moved to approve. Commissioner Doherty seconded. Carried, 3-0. All six commissioners signed the letter addressed to Governor Brown. Commissioner Doherty also suggested courtesy copying Representative Smith, Senator Hansell, and Representative Barreto.

Commissioner Doherty commented this is an important step moving forward (\$1.6 million). He also talked about convening a task force (including Representative Powers, Representative Drazan, Senator Golden, Gina Nikkel (AOC Executive Director), Mike Colley (IOC), Senator Bill Hansell, Frank Stratton (Special Districts), and maybe himself (as AOC President) as well as Rob Bovett (AOC Counsel). The group might hold a meeting the coming Saturday (May 30). He asked about other possible people to include in mailing. Commissioner Elfering suggested Senator Findley (regular phone calls (Ways & Means), Representative Owens and Representative Bonham.

4. Green Energy Corridor and Planning. Presented by Commissioner Lindsay. This has increased in size with the conversation, starting on the bombing range. It seems now is a good time to begin the conversation with Umatilla County – it was noted Commissioner Shafer was part of that conversation. J. R. Cook via phone: NOWA is very supportive and when time is appropriate, would like to move forward through the landowner side of membership. His part was rulemaking, and with those established, counties could develop it if they choose. This is part of high value ag area. It has evolved from the bombing range, to near UEC plus more. Looking to include wind and solar energy perhaps making a substation in the Stanfield area, and also the “green energy loop” with a mix of both counties to support high level industrial needs. There is a lot of potential to streamline the development side and also investment and preplanning standpoint where transmission lines would run when demand is there. Mr. Cook advised he will facilitate and answer questions when the time is right.

In response to Commissioner Lindsay, Mr. Cook, in his opinion, the next step and easiest way is through overlay zones, but the counties would make that decision. He feels a 1,000-foot contour is a good baseline to start to develop South, East, and West of that contour, which would follow the existing process. That is where main development and landowners are located. It is important to get local buy-in with establishing a local advisory committee to determine the overlay zone. Geography needs to be considered along with advisory members to guide the process. That would occur post-acknowledgment/amendment process. Step 1 would be overlay of starting/stopping to guide committee membership then go to developing rules moving forward.

Commissioner Lindsay advised this is just an initial conversation today and felt it was a good place to start. Commissioner Murdock commented this sounds a bit like the process of the two counties coming together (similar to the B2H (Boardman to Hemmingway) project. Mr. Cook feels Umatilla County and Morrow County recognize the value of energy development, transmission, and use with industrial pieces – also the value and balance of regionally significant high value ag. Other counties have approached it differently (offensive or defensive), whereby these two counties look at balance (dryland and irrigation). He stressed the importance of getting the right people at the table and working with planning staffs.

5. Joint Grants and Processes. Commissioner Shafer explained this refers to community corrections. Commissioner Elfering thought Dale Primmer (Community Corrections Director) would be attending; however, he was not. Commissioner Shafer advised with this grant opportunity, Umatilla county is hoping to get over \$1 million for housing needs for repeat offenders and/or chronic homeless. This would allow funding to assist those in need. It would include a case manager (like a probation officer) to keep track. Counseling is a means to help prevent people going back to court again and again. He noted Morrow County would have the opportunity as well.

Commissioner Lindsay also pointed out this opportunity has to do with the Local Public Safety Coordinating Counsel. A good idea from Morrow County is a drop off center, hoping to fund a building. And, second would be the idea of an advocate. She believed the application is a short timeframe of June 12.

Mr. Nelson talked about bench probation and probation officers. Supervision is an issue. With delays between court and defense attorneys representing a homeless person, housing is difficult as are repeat offenders. He talked about types of offenses, jail time, probation, supervision, etc.

Commissioner Lindsay urged conversations need to continue. Commissioner Shafer pointed out that Mark Royal, LPSCC Coordinator, has great experience and knowledge as he was Umatilla County's prior community justice director (25 years).

Commissioner Lindsay reiterate the grant application deadline is fast-approaching. No action was needed or taken.

6. Licensing and Joint Contracts. (meeting froze @ 2:48... Back on @ 2:50.) Regarding on-site inspections, Morrow County feedback is positive – the program is working well. They are working with the Forest Service on a guard station and also the COVID aspect.
7. Dispatch and Radio Recording System – Joint Project. Commissioner Doherty wanted to be sure the two counties are working together to be sure the connection is right. In response to a question by Commissioner Doherty, Undersheriff John Bowles advised the radio district has been working for many years. Shawn Halsey is the contact. Dispatches are connected and this joint project is for redundancy for back-up. A new recording system is part of the radio upgrade. Funding comes from the state to operate dispatch centers, but an upgrade was needed and the associated increased cost is shared by the two counties.

Commissioner Shafer advised this used to be his life and it sounds about right. He elaborated. The old radio system needed to be upgraded and recording system had to be upgraded as well. All radio traffic and phone calls are evidence if needed down the road. Neighboring counties/agencies have access to make it work. Undersheriff Bowles noted the special radio district has its own advisory board (including representatives from both counties). And, Commissioner Shafer added there is a user board as well. The user board includes those familiar with all aspects of operations, also with representatives from both counties. That board give recommendations to the advisory board, which members are elected.

8. Miscellaneous. Back to Commissioner Murdock's comments regarding costs to be turned in to the state – the "first ask" is separate from the CARES Act fund. The first request was for public health funds (amount of \$640,000). The second was for expenses identified as COVID related. Discussion turned to meeting required deadlines – fast approaching (first is June 5?). Commissioner Doherty remarked the first allotment is \$209 million, the next allocation is \$200 million plus more funds, with a total of over \$500 million. AOC is asking the first allotment go out to the 34 counties that were supposed to get those funds and didn't. The two counties that received their portion directly were Multnomah and Washington. There was more discussion about funding distribution and any deductions.

On behalf of Morrow County, Commissioner Lindsay thanked Umatilla County for hosting.

9. Umatilla County - adjourned at 3:06 p.m.
10. Morrow County - adjourned at 3:06 p.m.

Respectfully submitted, *Melinda Slatt*, Executive Secretary, Umatilla County Board of Commissioners



**Morrow County
Board of Commissioners**



**Umatilla County
Board of Commissioners**

May 28, 2020

The Honorable Kate Brown
Office of the Governor
900 Court Street N.E., Suite 254
Salem, OR 97301-4047

Dear Governor Brown, Senate President Courtney and House Speaker Kotek,

We are encouraged that a CARES relief task force has been assembled in an effort to secure the best format for local control and relief of our businesses that sacrificed so greatly.

It is notable that Representatives Powers and Drazen are joined by two former County Commissioners, Senator Golden and our own Senator Hansell. This is salient as we know that the closer to main street that the decision-makers reside, the better the recognition of the disparity and potential for a positive outcome. These former local policy-makers will doubtless recognize that local planning and fund distribution are paramount.

We understand that CRF distribution to cities, counties and special district needs be done in accordance with Treasury Guidelines. We believe that guidelines can be secured through collaborative preplanning that will allow distribution of these funds to the local entities for more effective allocation.


All of Oregon's 36 counties are governed by folks driven to advance the dreams and means of our constituents in an efficient, responsible, direct and timely manner. All of these things are best accomplished by local officials.

Umatilla and Morrow Counties, in an expression of both autonomy and unanimity, have come together to send a unified message of gratitude for the understanding and prompt action of the administration to craft a disbursement model so that we might expediently embark on relief of our small businesses and others that are in dire straits.

Morrow County


Melissa Lindsay, Chair

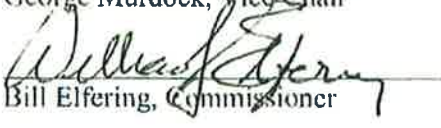

Don Russell, Vice Chair


Jim Doherty, Commissioner

Umatilla County


John Shafer, Chair


George Murdock, Vice Chair


Bill Elfering, Commissioner

Morrow County Board of Commissioners Meeting Minutes
April 22, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Gregg Zody, Community Development Dir.
Richard Tovey, County Counsel
Roberta Lutchter, Executive Assistant
David Sykes, Heppner Gazette-Times

Present Via Electronic Means

Karmen Carlson, Human Resources
Stephanie Case, Interim Planning Director
Mike Gorman, Assessor/Tax Collector
Gayle Gutierrez, Treasurer
Matt Scrivner, Public Works Director
Linda Skendzel, Veterans Services
Joe Armato, Kalie Davis, Torrie Griggs,
Jerry Healy, Lisa Mittelsdorf, Aaron
Palmquist, Sandy Toms

Call to Order & Pledge of Allegiance: 9:02 a.m.

City & Citizen Comments: David Sykes asked if the County was willing to enable the recording function in the Zoom meetings; the Board agreed.

Roll Call: Chair Lindsay conducted a roll call but some who were attending electronically did not reply.

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, April 23rd, \$508,003.27; Three Payroll Payables: March 30th, \$198,703.73; April 7th, \$165,816.84 & \$3,000*
- 2. Resolution No. R-2020-6: County Assessment Function Funding Assistance (CAFFA) Grant Application to the Department of Revenue*
- 3. Morrow County Personal/Professional Services Contract, Counseling Services, with Community Counseling Solutions, Inc. for services to the Sheriff's Office, 20 hours per week, described as, 1.) Mental health assessment and treatment, 2.) Drug and alcohol counseling and treatment, 3.) Batterer's intervention, 4.) Sex offender treatment, 5.) DUII evaluation and treatment. Effective July 1, 2020 for one year; amount \$24,000.*
- 4. Law Enforcement Services Agreement with the Morrow County School District for School Resource Officer. Effective when signed by all parties and shall continue to the end of the 2020-2021 school year. The school district shall pay the County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving Heppner schools.*
- 5. Law Enforcement Services Agreement with the Ione School District for School Resource Officer. Effective when signed by all parties and shall continue to the end of the 2020-2021 school year. The school district shall pay the County \$25,000 for the SRO serving the Ione school.*
- 6. Intergovernmental Agreement for Sheriff's Services with the City of Heppner; effective July 1, 2020 – June 30, 2021; not to exceed amount \$178,683.20; 2020-2021 budget year requires the City to purchase a vehicle at an estimated cost of \$26,500-\$33,000, which will be turned over to the City at the end of its three-year rotation.*

7. *Request to issue a Bank of Eastern Oregon credit card to the Community Development Director, Gregg Zody, with a credit limit of \$3,000*
Commissioner Doherty seconded. Unanimous approval.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green reported there was good participation at yesterday's stakeholders meeting. The County's architectural and engineering firm, CIDA, will have another proposed design in a few weeks. He said he was planning toward a work session, possibly in late May/early June, for presentations by office furniture vendors.

Governor's Executive Order No. 20-16 – Public Meetings

County Counsel Richard Tovey said the Order reiterates the County's current practice (limited seating for the public to attend in-person, but electronic capabilities are offered, such as Zoom Meetings). He said it also gives the County some leeway if the public meeting is held electronically and all attendees are not at the same location.

Chair Lindsay said if the COVID numbers increase, the County could opt to not set up the four or five seats available for the public and go to more of a Zoom meeting format only.

Morrow County Government Command Center Update

- Chair Lindsay said the Government Command Center members recommended the County "spend some dollars" to improve the audio capabilities for electronic meetings. She suggested the possibility of using the Court Discretionary Fund if there was not another option, to which the other Commissioners agreed.
- Commissioner Doherty said he was assisting with efforts to procure a ventilator for the County and anticipated positive news this evening. Chair Lindsay said she enlisted his help as President of the Association of Oregon Counties, explaining that of the two ventilators in the County, one must be available for ambulances and the second one at the hospital was old enough that replacements parts were no longer available. Currently, someone in need of a ventilator has to leave the County for Portland or the Tri-Cities. The need is fairly desperate if we see growth here, she said, and the response back to us was Morrow County wasn't being considered. It was disappointing that no contact was made, she said. Pioneer Memorial Hospital services this County, as well as Gilliam and Wheeler Counties, so it's important we have a supply, she said.

Updates for Code Enforcement Draft Amendment and RV Campgrounds

Gregg Zody, Community Development Director

- Mr. Zody stated his goal was to strengthen the County's Code Enforcement Ordinance while not being overly restrictive for property owners. He said it should include a "solid" ordinance for inoperable, unlicensed vehicles, which is a fairly common standard. He said he forwarded his first draft to County Counsel for review.
- RV Campgrounds – Mr. Zody said he and Planning Department staff have been working with the Department of Land Conservation and Development on the notice and other process requirements regarding the temporary RV housing associated with

the energy projects in the County. Discussion. Mr. Zody said he would do more research and report back.

Enterprise Zone III Application

Chair Lindsay said she was bringing forward the Port of Morrow's draft minutes and motion made during the April 13th Joint Meeting between the BOC and the Port Commission, however she said she was not certain of the exact intent of the entire motion, which she then read aloud:

“Commissioner Murray made a motion to move forward with a co-sponsored application for an enterprise zone with the County and the Port but always having a third-party vote. He amended his motion to say the third-party would be determined by using the fire district boundary map as currently set with additional acreage added around Lexington to include the airport property. Any area that doesn't have a fire district or is included in a neighboring county's district would be treated as if it were in the nearest Morrow County fire district. Commissioner Taylor seconded that motion. No further discussion was had, and the motion passed unanimously.

The Morrow County Commission asked for clarification on the details of the motion and decided they will discuss further and get back to the Port.”

Discussion about different interpretations of the motion.

Commissioner Doherty said he didn't have anything further to add other than where we've been the last three weeks. He said the City of Boardman reached out and wanted to form its own enterprise zone but he believed either the Port or the County needed to sign-off on that. He wouldn't have a challenge with it, he said.

Commissioner Russell moved to agree to the Port of Morrow's motion to have a third-party city there using fire district boundaries, with the understanding we need to tweak those boundaries a bit to take in unincorporated areas or unprotected areas in the County, and the fire district boundaries from neighboring counties would be swallowed by the closest fire district boundary. Basically, do it around fire district boundaries with a little tweaking with the borders. Chair Lindsay said she included the fire district boundaries map and Commissioner Doherty's proposed map. Commissioner Doherty said he would not second it but to not read that as an indication there can't be a discussion down the road, it's just not a discussion that needs to take place, necessarily, at this time. Chair Lindsay said she had been clear she does not prefer the fire district boundaries. Motion died for lack of a second.

Discussion continued with representatives from the Port of Morrow and the City of Boardman characterizing the County, and specifically Chair Lindsay, as “uncooperative” and “uncompromising.” She defended her actions and cited specific examples of the County's willingness to compromise. She ultimately said she was in favor of an enterprise zone but not in favor of someone “owning a third-party vote,” but declined to elaborate further.

Break: 10:23-10:30 a.m.

Umatilla Electric Cooperative/Public Utility Commission Filing

Following a brief discussion, Chair Lindsay directed Mr. Zody and County Counsel, Richard Tovey, to determine what needs to be done and when, from a planning perspective, and to be sure to include the County's areas of concern. She asked that it be ready for the first meeting in May.

Parks Opening Date

Matt Scrivner, Public Works Director

Greg Close, Parks General Manager

Mr. Scrivner explained the previously scheduled opening date was May 7th, but State Parks released a statement they will not open until May 8th. Mr. Scrivner said as of this morning, his contact at State Parks said no decision had been made on whether they were changing that date. Mr. Scrivner asked the Board for direction as staff needed adequate time to prepare or close down the Parks, depending on today's decision. Extensive discussion.

Commissioner Russell moved to open the Day Use Area and follow State Parks' lead on the rest of the Park, meaning if State Parks open on May 8th, then the County would open on May 8th. If State Parks opts for a different date, then the County will follow that same date. Chair Lindsay clarified, the County will provide porta-potties but will not open our facilities. Commissioner Russell said yes, the County will not be opening up its restrooms and will leave those closed in the Day Use Area and will wait on opening up the main Park for opening up those types of facilities. Commissioner Doherty seconded. Additional discussion. Unanimous approval.

Public Works Purchase Request – Articulated Vibratory Roller, \$53,370

Eric Imes, Assistant Road Master

Commissioner Russell moved to approve the Purchase Pre-Authorization Request for a 2020 offset vibratory roller from Western States Cat in the amount of \$53,370.59. Commissioner Doherty seconded. Unanimous approval.

Department Reports

Written reports were reviewed for the following departments:

- Road Department, submitted by Mr. Imes
- Clerk's Quarterly Report, submitted by Bobbi Childers
- Human Resources Quarterly Report, submitted by Karmen Carlson
- Surveyor's Quarterly Report, submitted by Stephen Haddock
- Public Health Department Quarterly Report, submitted by Interim Director Diane Kilkenny
- Weed Department Quarterly Report, submitted by Dave Pranger

Correspondence

- Oregon Department of Energy Public Notice – Wheatridge Wind Energy Facility, Request for Comments on the Complete Request for Amendment 5 and Draft Proposed Order
- Grant of Easement – United States of America (Navy) to Idaho Power Company. Chair Lindsay discussed the Termination clause, Section 19, and the Surrender clause, Section

21 and said these were terrible actions for Morrow County from where we are with the BPA line, and not the fault of Idaho Power.

Commissioner Reports

- Commissioner Russell reported on yesterday's Solid Waste Advisory Committee meeting and the meeting with Department Directors to review the first draft of a floor plan for the new building in Irrigon. He commented on the amount of meetings being held electronically, due to COVID.
- Commissioner Doherty provided brief reports on the meetings he attended electronically, such as the Oregon Health Authority and the Association of Oregon Counties.
- Chair Lindsay said last week's Budget Meetings went well and many robust conversations took place. She said the Emergency Operations Center (EOC) and Morrow County Government Command Center teams have been working on plans for reopening the County and will be bringing that forward to the Board.

Miscellaneous

- Planning Department Interim Director Stephanie Case asked about the County submitting a letter to the Oregon Department of Energy regarding the Wheatridge Request for Amendment 5. It was agreed by consensus that the Planning Department would submit a letter stating the County had no comment, since the County is required to submit some sort of comment on the matter.
- Chair Lindsay requested the Planning Department add the Board of Commissioners Office to the distribution list for notices it sends out, and to also include them on decision notices, as well.

Signing of documents

Adjourned: 11:45 a.m.

Morrow County Board of Commissioners Meeting Minutes
April 29, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Roberta Lutchter, Executive Assistant
Diane Kilkenny, Interim Public Health Dir.
David Sykes, Heppner Gazette-Times
Sheryll Bates, Heppner Chamber

Via Electronic Means

Stephanie Case, Kirsti Cason, Bobbi Childers, Ronda Fox, Mike Gorman, Gayle Gutierrez, Leah Harris, Ann Jones, Kate Knop, Gabriela Perches, Matt Scrivner, Linda Skendzel, LeAnn Wright, Gregg Zody, Kalie Davis, Erika Lasater, Lisa Mittelsdorf, Aaron Palmquist, Mark Patton, Greg Sweek, Sandy Toms, three unidentified callers

Call to Order & Pledge of Allegiance: 1:32 p.m.

City and Citizen Comments: Chair Lindsay stated comment time for the Enterprise Zone III Business Item would be limited as there had previously been extensive comment made, but this was the time to do so for that item. No comments were received.

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, April 30th, \$412,762.83*
2. *Minutes: February 12th, 17th & 26th, March 4th*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Morrow County Government Command Center Update

- Chair Lindsay said the Command Center team, as well as the Emergency Operations Center team, meets every Tuesday and both teams have been working on potential reopening plans. She said she planned to present a draft to the Board on May 6th.
- County Counsel Justin Nelson explained the plan, even after approval by the Board, will be a living document and subject to change.
- Heppner Chamber of Commerce Executive Director Sheryll Bates talked about the current struggles of small business owners and said she would like businesses to have the opportunity to reopen under strict guidelines. Chair Lindsay said those topics have been discussed in the team meetings but she found it difficult to understand why some stores, such as Walmart, are packed with shoppers when main street businesses can't sell anything. Commissioner Russell commented on the inconsistency and said he found it odd what is considered to be an essential business and what is not.
- Interim Public Health Director Diane Kilkenny offered the following comments – Economic health is part of public health. If people don't have jobs or financial security, then they won't have things that make their lives worthwhile or stable, which causes a lot of public concerns. The Governor has an order which we're to follow but now we can

put together a plan to reopen. There will be phases of the plan that will still cause some problems but it really gives us time to monitor where COVID-19 is going. Gateway criteria will still be in place, meaning a downward trajectory of influenza-like or COVID-like syndrome cases within a 14-day period; and a flattening, or downward trajectory of COVID-like or COVID positive cases over a 14-day period, both of which Morrow County is attaining. This is why we had these things in place, to stop the upward trajectory. It was pretty severe, we sheltered in place and now we're seeing the hardest part of this – quarantine fatigue, which is an actual term. People are tired of being home and not going where they want, seeing who they want, and recreating how they want. Rural Oregon has had pretty low cases and Umatilla County continues to add to its cases, but most are from out-of-county to them. As we're next to them, we have the potential to have that happen to us because of some of the same interstate and intercounty commerce, and where people live and where they work don't always happen to be in the same state or county, so we need to keep an eye on it. As long as we follow this framework and pre-plan for it, I feel we have the ability to be safe in the way we go forward. First, we have to meet the criteria, we have to look at how many tests we have available per week and according to the guidelines for Morrow County, that's 41 tests per week. This morning I learned about our testing capability and what it's increased to, and we can do that and probably exceed that. Tomorrow we'll meet with the hospital and I've been in contact with the federally qualified health center (FQHC) in Boardman and we're going to figure out what their needs are and how they're going to make it and what is possible. I feel that if we do this together as a team, and we have businesses be able to give input into that and they're going to get guidelines from the State, which are already in draft form, and when they're finalized with the Economic Council they will be coming out and people can follow them. It's not going to be right back to where we were before because it's just not possible but as we control the phases in and we see that they're working, or that we have to pull back and readjust, we could move forward. So, this COVID-like or COVID-19 illness is going to be here for a while and it's going to change how we look and do business and how we live and recreate. But I don't think it necessarily has to completely shut us down either, but we just need to be aware as we're moving forward and watching for sentinel events like outbreaks and hotspots. And the biggest part of that is having public health ready to move in, do a test or have a confirmed positive test, and then do contact tracing and investigation. We then isolate and test those people as they pop up so we can get them set aside to not spread the illness. This is so we can contain it until we have a vaccine or a treatment, or we see that it's getting beyond our control or that we're keeping it where it needs to be.

- Chair Lindsay said the teams talked about suicide calls in some neighboring counties because of a lack of hope. She said it felt important at the local level to start creating that hope that we're at least delivering the message of where we'd like to see this get. That May 1st date is ringing loud for a lot of people so it felt important to take some direction to help with that, as well.
- Commissioner Russell said Morrow County Parks were going to open on May 8th, in conjunction with the opening date for State Parks, but the Oregon State Parks Department has since pushed that back until after May 25th. He said the Board should provide new guidance for Matt Scrivner, Public Works Director. Mr. Scrivner said his recommendation was to remain in line with State Parks for May 28th and to discuss again

at the May 20th BOC meeting. Chair Lindsay said she would add it to the May 20th agenda and noted there will be a large impact to the income at the parks, which the Board will need to pay attention to.

- Commissioner Doherty said it was important to note one of the Governor's criteria is the ability to do a certain number of tests, but the County can't get the test kits. The County needs to lean on the State and tell them to get them to us so we have the ability to do the tests. Ms. Kilkenny explained commercial labs were coming on with a much bigger capacity to handle testing, and local healthcare providers were working with them to provide an expanded capacity. Some test kits remain hard to come by and they're being prioritized in Region 6 to healthcare providers, first responders, etc. She said the preference was for more tests and she thought testing was expanding but she couldn't provide any numbers.
- Commissioner Russell asked about the two ventilators that were requested. Ms. Kilkenny said they were still being requested from the Ops Site. She added that Grande Ronde Hospital in La Grande loaned one to Morrow County until the others can be acquired.
- Fair Secretary Ann Jones talked about the status of the County Fair. She said since it's in August, she hoped to wait until July before deciding whether or not to cancel the Fair.

Enterprise Zone III – Port of Morrow Request for Joint Meeting

Chair Lindsay said she received clarification from Lisa Mittelsdorf, Port of Morrow Economic Development Director, that her request was not to have a joint meeting, but to have the BOC get to a decision on a quick timeline so the Port could hold its own meeting. She asked Ms. Mittelsdorf if that was accurate.

Ms. Mittelsdorf said what the Port said was we'd advertise a meeting for the same day as the County's meeting but obviously we didn't do that.

Chair Lindsay said she wasn't sure how to handle the request since it was different than what was stated on the agenda. She said she added it for discussion and included in the Agenda Packet the documents the Port went over. She asked how she should bring forward the request.

Commissioner Doherty recommended not scheduling a joint meeting, and to instead schedule meetings on the same day. He further suggested the topic be added to the May 6th BOC agenda, which was agreeable to the Chair.

Correspondence

- Letter to the Board from Bishop Liam Cary, Diocese of Baker, requesting assistance in the official reopening of COVID-19 restrictions on religious services in Oregon.
- Letter to the Board from Ray DeLoe, Minister, Heppner Christian Church, asking when communities would open back up and when church services can begin again. He stated, "We do not need to wait for the Governor to make the decision, it is one you as our local representatives can and should do."

Adjourned: 2:24 p.m.



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: July 15th, 2020

5310 Discretionary Grant Agreement #34261

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: Rail and Public Transit Division Oregon Department of Transportation
Contractor/Entity Address: 555 13th Street NE Salem, OR 97301-4179
Effective Dates - From: July 1st, 2020 Through: June 30, 2022
Total Contract Amount: 27,000.00 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
Justin Nelson email 7-10-20 County Counsel *Required for all legal documents
Kate Knop email 7-10-20 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Loop Morrow County Transportation applied for and received a grant through Rail and Transit Division, Oregon Department of Transportation. Federal Program 49 U.S.C. 5310 project description and budget is as follows:

1. Purchase six two-way cameras and six cameras of appropriate class and scale for Recipient's fleet of cutaway buses. Eligible expenses in addition to the above described equipment include extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.
2. Grant total \$27,000 with a 50% Federal share. \$13,500 match will be funded locally with STIF Plan Project one, Mobile Data Transmitters Project.
3. Budget Resolution is required to transfer \$13,500 from #216 to #504 - 5310 FTA Grant Fund. The Resolution will increase revenue by the Agreement \$13,500 and Capital Outlay by \$27,000.

2. FISCAL IMPACT:

\$13,500 Federal Share to fund budget #5310 FTA Grant Fund

\$13,500 Local Match from #216

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

Move to sign agreement #32461 with Rail and Public Transit Division Oregon Department of Transportation.

Attach additional background documentation as needed.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$27,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$13,500.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

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

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Morrow County/State of Oregon
Agreement No. 34261

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

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 34261

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Frank Thomas
555 13th Street NE
Salem, OR 97301-4179
1 (541) 963-1362
Frank.THOMAS@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Frank Thomas

Date _____ 06/18/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Morrow County 34261				
<i>Operations</i>				
Item #1: 50% Federal Share				
	Total	Grant Amount	Local Match	Match Type(s)
	\$27,000.00	\$13,500.00	\$13,500.00	Local
Sub Total	\$27,000.00	\$13,500.00	\$13,500.00	
Grand Total	\$27,000.00	\$13,500.00	\$13,500.00	

1. PROJECT DESCRIPTION

Purchase 6 two-way cameras and 6 cameras of appropriate class and scale for Recipient's fleet of cutaway buses. Eligible expenses in addition to the above described equipment include extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Expected order date: October 1, 2020
 Expected delivery date: June 30, 2022*

Recipient is required to create and maintain an equipment maintenance plan, created utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient shall provide State a copy of the equipment maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Associated costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded. Annual renewals of extended warranties are not eligible as a capital expense after equipment is delivered and accepted by the Recipient.

4. REPORTING and INVOICING REQUIREMENTS

If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"), Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of vendor invoices must be provided for all purchases. With the final payment request, Recipient is required to submit a complete inventory of items purchased under this Agreement.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$13,500.00

Administered By
Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

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

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

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 4, 2019-2020)

Year: 2019-2020
Director: Christy Kenny

Last Quarter: (April 1, 2020-June 30, 2020)
Report Date: July 9, 2020

Referral Stats: (Youth/Referrals)

Quarter: #1	Kids	14	Referrals	20
Quarter: #2	Kids	22	Referrals	26
Quarter: #3	Kids	10	Referrals	10
Quarter: #4	Kids	8	Referrals	8

Year (7/1/18-6/30/19)	Kids	61	Referrals	113
Year (7/1/17-6/30/18)	Kids	77	Referrals	96
Year (7/1/16-6/30/17)	Kids	54	Referrals	61
Year (7/1/15-6/30/16)	Kids	86	Referrals	96
Year (7/1/14-6/30/15)	Kids	62	Referrals	78
Year (7/1/13-6/30/14)	Kids	68	Referrals	85
Year (7/1/12-6/30/13)	Kids	71	Referrals	79
Year (7/1/11-6/30/12)	Kids	91	Referrals	116
Year (7/1/10-6/30/11)	Kids	96	Referrals	123

Detention Stats:

@ \$180.00 per day

Quarter: #1	New Admits	4 (1 kid x2)	New Law	3	PV/CR	1
Quarter: #2	New Admits	0				
Quarter: #3	New Admits	0				
Quarter: #4	New Admits	0				

Total Detention Admissions (All Reasons)

2018-2019	8
2017-2018	9
2016-2017	9
2015-2016	13
2014-2015	15
2013-2014	16
2012-2013	15
2011-2012	14

Length of Stay by Quarter

Quarter: #1 35 Days (higher than normal due to 2 DHS kids unable to find a placement)
Quarter: #2 0 Days
Quarter: #3 0 Days
Quarter: #4 0 Days

Length of Stay 2018-2019	37 days served (Not counting CEOJJC YCC Referrals)
Length of Stay 2017-2018	157 days served (Not counting CEOJJC YCC Referrals)
Length of Stay 2016-2017	265 days served Record High
Length of Stay 2015-2016	189 days served
Length of Stay 2014-2015	159 days served

Updates/Notes

In my January quarterly report to the Board of Commissioners, I reported that the Oregon Juvenile Department Directors Association (OJDDA) had been tasked with developing a legislative concept related to juvenile expunction which would require automatic expunction of cases for those that turned 18 and was requiring juvenile departments to initiate the application for the youth. An update regarding this: Due to COVID, this has been placed on hold for the remainder of the 2020 year and may be brought back up in legislation for the 2021 year.

Our office ordered oral instant swab tests to detect if our youth have been using substances. This is in addition to also having UA's available. With the current COVID situation, having an oral swab allows more space between us and our youth and still gives the ability to get instant test results.

Our office has begun to see a few youth face to face but still taking all the precautions in place to be safe. We still continue to have phone visits and face time visits with our youth and families as much as possible.

With all the uncertainty that comes with COVID and the affects it will be having on budgets, juvenile departments across the state may be looking at a reduction in their allotment of Juvenile Crime Prevention (JCP) dollars for the second half of the 19-21 biennium. OYA was asked to provide both a 2 and 4% reduction scenario. More information will be coming out towards the mid to end of July with what the final numbers look like. Morrow County shouldn't see a big hit with this reduction as we have been diligent on who we lodge in detention and conserving what funds we do have left.

Respectfully submitted by:


Christy Kenny, Juvenile Department Director

Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter and Offense Group

Original Referral County: **Morrow**
 Start Date: **4/1/2020**
 End Date: **6/30/2020**

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<u>Criminal</u>														
Driving Privileges, Licenses and Permits														
Offenses	1		0	1	0	0	0	1	0	0	0	0	1	0
Total	1		0	1	0	0	0	1	0	0	0	0	1	0
Property														
Burglary	3		1	2	0	1	2	0	0	0	0	0	2	1
Theft	2		2	0	0	1	1	0	0	0	0	0	2	0
Total	5		3	2	0	2	3	0	0	0	0	0	4	1
Total Criminal	6	75.0%	3	3	0	2	3	1	0	0	0	0	5	1
% of Demographic	100%		50.0%	50.0%	0.0%	33.3%	50.0%	16.7%	0.0%	0.0%	0.0%	0.0%	83.3%	16.7%
<u>Non-Criminal</u>														
Juvenile Code: Delinquency														
Curfew	1		1	0	0	0	1	0	0	0	1	0	0	0
Total	1		1	0	0	0	1	0	0	0	1	0	0	0
Total Non-Criminal	1	12.5%	1	0	0	0	1	0	0	0	1	0	0	0
% of Demographic	100%		100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
<u>Other</u>														
Juvenile Code: Delinquency														
Interstate Compact	1		0	1	0	0	1	0	0	0	1	0	0	0
Total	1		0	1	0	0	1	0	0	0	1	0	0	0
Total Other	1	12.5%	0	1	0	0	1	0	0	0	1	0	0	0
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
Total Youth	8	100%	4	4	0	2	5	1	0	0	2	0	5	1
% of Demographic	100%		50.0%	50.0%	0.0%	25.0%	62.5%	12.5%	0.0%	0.0%	25.0%	0.0%	62.5%	12.5%

ORS Type by ORS Class Code

ORS Type	C	U	None	Total Youth
Felony	5	0	0	5
Misdemeanor	1	0	0	1
Violation	0	1	0	1
Other	0	0	1	1
Total Youth	6	1	1	8

Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter and Offense Group

Original Referral County: Morrow
Start Date: 4/1/2020
End Date: 6/30/2020

ORS Chapter by ORS Type

ORS Chapter	Felony	Misd	Violation	Other	Total Youth
Driving Privileges, Licenses and Permits	0	1	0	0	1
Juvenile Code: Delinquency	0	0	1	1	2
Other Jurisdiction	0	0	0	0	0
Property	5	0	0	0	5
Total Youth	5	1	1	1	8



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

(For BOC Use)
Item #
66

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Quarterly Update

Phone Number (Ext): 541-676-5667
Requested Agenda Date: July 15th

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:
Katie Imes
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

See Attachments

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

The Loop
Quarterly Update
July 15th 2020

Covid-19

The Loop is continuing to operate with “Essential Rides Only”. On May 22nd Governor Brown along with the Oregon Health Authority issued new requirements for public transit providers. Drivers and Riders are required to wear masks and maintain a social distance of six feet. In order to maintain the six feet, Riders are required to sit in the back seat. For some of our Riders this requirement has shown difficulty with safely boarding and exiting the vehicle. In seeing the difficulties with this requirement, I have set up a clear plastic barrier in the vans to allow for the middle row seats to be used for our Riders. Our Drivers are continuing to be diligent with sanitizing The Loop vehicles, thank you to the Health Department who donated disposable face coverings to The Loop. I would like to mention that with all the changes occurring from Covid-19, our Riders are always expressing their gratitude for the service The Loop provides. Many of our Riders

Other Business

- **Current Driver Status:** **Heppner** has zero drivers with the exception of Jack Lytton who transports one Heppner resident when needed and will drive bus when we are able to have senior gatherings again. **Boardman** has one driver, **Irrigon** two drivers with one driver on break. I would like to announce our newest driver, Dixie Earle in Irrigon. She and her husband are retired business owners. We are very pleased to welcome her to our team.
I have been transporting Heppner, Lexington and Ione residents when my schedule allows.
- In May Nichole High turned in her two-week notice, she has found a position locally with Bank of Eastern Oregon. We wished her the best at her new position and thanked her for her time at The Loop. With that news Human Resources and I began the process to hire a new Dispatcher. We have had four applicants apply, the position had not yet been filled. We will review applicants again on June 24th. The part time Driver position has also been posted to the public and we will review on June 24th.
- I am continually working with Frank Thomas our ODOT regional coordinator, on various aspects of The Loop, such as funding resources and fixed route planning. In June I met with Umatilla County and CTUIR Transit Coordinators to collaborate about a fixed route at the Port of Morrow. We are currently working on an Intra Government Agreement for Route Design planning. The planning agency will construct specific details pertaining to bus route, bus stops, arrival/departure times and breaks for drivers.
- I am also working on eligibility for funding through Federal Section 5339, 5311 and the CARES Act needs based grant. All three funds require Public Transit Providers to have a Drug and Alcohol policy, this policy has unique requirements that pertain specifically to Public Transportation.

Plan of Action

PROJECT NAME	PROJECT COORDINATOR					
The Loop - Port of Morrow Fixed Route	Katie Imes					
ACTION	PARTICIPANTS	PRIORITY	STATUS	START	END	NOTES
Goal #1: Planning						
Collaborate with Umatilla/CTUIR Transportation Providers	Katie Imes, Staci Kunz, JD Tovey, Susan Johnson, Robert Waldher	High	Complete	6/18		Location: Pendleton
Collaborate with Umatilla/CTUIR Transportation Providers on IGA	Katie Imes, Gregg Zody, Staci Kunz, JD Tovey, Susan Johnson, Robert Waldher	High	Complete	7/6		Location: Pendleton
Sign Agreements	Morrow/Umatilla/CTUIR	High	Not Started			
Collaborate with Port of Morrow to identify needs and concerns	Katie Imes, Gregg Zody, Frank Thomas, Staci Kunz, JD Tovey, Susan Johnson, Robert Waldher	High	Not Started			Location: TBA
Goal #2: Drug and Alcohol Policy						
Research and Development	Katie Imes, Gregg Zody, Frank Thomas, Human Resources	High	In progress	6/1	7/31	
Adoption of Policy	Morrow - BOC	High	Not started	8/5		
Implementation	Katie Imes, Human Resources	Medium	Not started	9/9		
Goal #3: Promote Route Service						
Collaborate with Port of Morrow Employers	Katie Imes, Human Resources, Gregg Zody, Staci Kunz, Susan Johnson	High	Not started			Location: TBA
Install Bus Stop Signs/Shelters	Port of Morrow/Morrow County	Medium	Not Started			Location: Boardman
Marketing Materials	Katie Imes, Susan Johnson, Staci Kunz	Medium	Not started			Brouchures/Mail Flyer/Newspapers
Social Media	Katie Imes, Susan Johnson, Staci Kunz	Medium	Not started			Facebook
Order Marketing Giveaways	Katie Imes	Medium	Not started			bags, magnets, etc.
Open House/Virtual?	Katie Imes, Susan Johnson, Staci Kunz	Medium	Not started			Location: TBA
Goal #4: Hire Bus Drivers						
Review/Define Job Description	Katie Imes, Human Resources, Gregg Zody	Medium	Not started	7/22	8/5	1- 2 full time, 2-3 part time (back up driver)
Post Job Position	Human Resources	Medium	Not started	TBD		CDL Required
Interview Applicants	Human Resources, Katie Imes, Gregg Zody, Darrell Green	Medium	Not started	TBD		Irrigon location
Hire and Train	Human Resources, Katie Imes	High	Not started	TBD		Irrigon/Boardman location
Goal #5: Mock Route Testing						
Pre Inspection of Transit Buses	Katie Imes, Susan Johnson	Medium	Not Started	TBD		
Test Bus Routes Design	Katie Imes, Susan Johnson	Medium	Not Started	TBD		

MORROW COUNTY SEMI ANNUAL REPORT

JRI

01/01/2020 to 06/30/2020

Morrow County Probation and Parole has provided regular, timely reports to the Criminal Justice Commission (CJC) regarding the use of Justice Reinvestment Grant funds. Since the purpose of the CJC report differs from the requests of the LPSCC, P&P proposes this reporting document to be provided to the LPSCC in addition to the regular semi-annual reporting required for the Grant.

1. Outcome measure data for Morrow County (High and Medium Risk) P&P case-load including employment, treatment, restitution, community service, positive case closures and recidivism (the system currently pulls second half of 2016 admissions for recidivism data). Outcome measures for other Counties close in proximity, population, or demographics may also be provided as a comparison, although no two counties are exactly alike.
Morrow County currently has **60 %** of our High and Medium employed this is up from our previous **52%** on last report. The State average is **38%**
Morrow County currently has **21%** of our High and Medium in Treatment this is down from previous **26%** on last report. The State average is **30%**
Morrow County currently has **80%** of our High and Medium that have completed Community service. The state average is **38%**
Morrow County currently has an **80%** on positive case closures with Offenders on Post-Prison this is up from **60%** on last report. State average is **63%**
Morrow County currently has a **75%** on positive case closures for Offenders on Probation this is up from **50%** on last report. The state average is **55%**.

2. Case load numbers per Officer from 2012 prior to the Justice Reinvestment Grant, up to the most current data available.

2012	95	1 PO, 1 Work Crew Supervisor and 1 director (47 average per caseload)
2013	101	1 PO, 1 Work Crew Supervisor and 1 director (50 average per caseload)
2014	107	1 PO, 1 Work Crew Supervisor and 1 director (53 average per caseload)
2015	104	2 PO, 1 Work Crew Supervisor and 1 director (34 average per caseload)
2016	110	2 PO, 1 Work Crew Supervisor and 1 director (36 average per caseload)
2017	101	2 PO, 1 Work Crew Supervisor and 1 director (33 average per caseload)
2018	104	2 PO, 1 Work Crew Supervisor and 1 director (34 average per caseload)
2019	106	2 PO, 1 Work Crew Supervisor and 1 director (35 average per caseload)
12/19	112	2 PO, 1 Work Crew Supervisor and 1 director (37 average per caseload)
07/2020	112	2 PO, 1 Work Crew Supervisor and 1 director (37 average per caseload)

3. Significant visit data to show supervision activity (“significant” refers to actual Face to Face visits rather than mere phone calls, etc.).

Morrow County for the year of January 2020 to July 2020 has had a total of **624** face to face contacts with offenders this is down from the previous report of **1078** face to face. We have had **624** offender contacts by telephone, text, email or Facetime. This is an increase from **241** contacts in previous reports. These changes in the contacts from the face to face contact to any other contacts is due to the COVID 19.

4. Sanctions and probation violations data. Since there is a lot of flexibility with sanction types, the focus will be on jail or Work Crew sanctions data.

For January 1, 2020 to July 1, 2020, Morrow County has had **41** (38 on 2019 report) sanctions with an average of **13** (12 on 2019 report) custody units used per sanction

5. Morrow County currently has 21 in treatment at CCS.

P&P attempts to meet monthly with CCS to staff the behavioral health population of the case load but it has been difficult to accomplish with the COVID 19.



MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159
 Heppner, OR 97836
 Phone: (541)676-5317
 Fax: (541)676-5577

Kenneth W. Matlack, Sheriff
 John A. Bowles, Undersheriff

MEMORANDUM

Morrow County Sheriff's Office

Date: 07-01-2020

To: Morrow County Board of Commissioners

From: John A. Bowles, Undersheriff

Re: 4th. Quarter Emergency Management Report (Apr-Jun)

Recent activities regarding Morrow County Emergency Management.

1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, and preparedness).
2. EMPG Billing Apr-\$7,419.00
May-\$5,193.00
Jun- \$4,785.00
3. 04-01-2020 1 new positive Morrow County COVID-19 cases total of 2 Conference call with OEM and State Fire Marshall, Meeting with Public Health, ordered PPE for PMH. Confirmed CCS participation with EOC. ICS 202 update.
4. 04-02-2020 Meeting with Public Health on PPE.
5. 04-03-2020 Conference call with OEM and State Fire Marshall, repots.
6. 04-04-2020 Monitoring COVID-19 in State and county
7. 04-05-2020 Monitoring
8. 04-06-2020 Conference call OEM and State Fire Marshall, EOC Meeting.
9. 04-07-2020 Morrow County Government Command Team Meeting.
10. 04-08-2020 1 new positive Morrow County COVID-19 cases total of 3, Conference call OEM and State Fire Marshall, EOC Meeting. State PIO Conference Call, Meeting with Public Health at PMH on PPE and Test Unit. ICS 202 Update.
11. 04-09-2020 2 new positive Morrow County COVID-19 cases total of 5, Meetings over PPE and reports.

- 12.04-10-2020 Conference call OEM and State Fire Marshall, EOC Meeting, Meeting the National Guard, ECC Burn rate report, OSSA Situation Report, reports.
- 13.04-11-2020 Monitoring COVID-19, Search and Rescue two fishermen rescued on the Columbia River.
- 14.04-12-2020 Monitoring COVID-19.
- 15.04-13-2020 Conference call OEM and State Fire Marshall, EOC Meeting. Follow up PPE contacts with the National Guard and Boardman PD, Hospital and Health Department.
- 16.04-14-2020 Monitoring COVID-19, meeting with staff on COVID-19, planned the days operations. Received PPE supplies from National Guard. Governor Brown video conference.
- 17.04-15-2020 Monitoring COVID-19, Conference call OEM and State Fire Marshall, completed ECC Burn Rate Report, OSSA Situation Report, PPE was delivered around the county. BPD.
- 18.04-16-2020 Monitoring COVID-19, call with National Guard on PPE deliveries,
- 19.04-17-2020 Monitoring COVID-19, Search and Rescue Lost female 10:45pm-7:00am located safe no injuries, ECC Burn Rate Report.
- 20.04-18-2020 Search and Rescue started on 04-17-2020.
- 21.04-19-2020 Monitoring COVID-19, EOC Meeting Prep.
- 22.04-20-2020 EOC Meeting, PPE order received and delivered, ECC Burn Rate Report, OSSA Situation Report.
- 23.04-21-2020 MOCO Command Meeting.
- 24.04-22-2020 Delivery PPE to PMH, Meeting with Public Health, ECC Burn Rate Report.
- 25.04-23-2020 Monitoring COVID-19, call with National Guard on PPE delivery on 04-24-2020 and test kit delivery on 04-25-2020.
- 26.04-24-2020 PPE Delivery received, reviewed the state of Oregon Re-Opening Framework.
- 27.04-25-2020 PPE Test Kit Delivery received.
- 28.04-26-2020 Monitoring COVID-19, Meeting with Health Department.
- 29.04-27-2020 1 new positive Morrow County COVID-19 cases total 6, EOC Meeting, working on the Morrow County Plan to Re-Open while following the state guide lines.
- 30.04-28-2020 Morrow County Government Command Meeting, working on the Morrow County Plan to Re-Open while following the state guide lines.
- 31.04-29-2020 Monitoring COVID-19, Meeting with Umatilla County Emergency Manager Thomas Roberts, Meeting with the National Guard at the Umatilla Army Depot.
- 32.04-30-2020 1 new positive Morrow County COVID-19 cases total 7, PPE has been delivered county wide.

33. 05-01-2020 Monitoring COVID-19, 1 new positive Morrow County COVID-19 cases total 8, Order of PPE received, PPE delivered county wide.
34. 05-02-2020 Monitoring COVID-19
35. 05-03-2020 Monitoring COVID-19
36. 05-04-2020 EOC Meeting, working on the Morrow County Plan to Re-Open while following the state guide lines, Order of PPE received, PPE delivered county wide, 1 new positive Morrow County COVID-19 cases total 9.
37. 05-05-2020 1 new positive Morrow County COVID-19 cases total 10, Morrow County Government Command Meeting, working on the Morrow County Plan to Re-Open while following the state guide lines.
38. 05-06-2020 Monitoring COVID-19, Meeting with Morrow County Public Health, Increases COVID-19 testing Press Release sent out.
39. 05-07-2020 Monitoring COVID-19, 1 new positive Morrow County COVID-19 cases total 11, Meeting with OPS Division, Governor Brown video conference on Reopening Plan.
40. 05-08-2020 Monitoring COVID-19, 1 new positive Morrow County COVID-19 cases total 12, Letter, Morrow County Sheriff Ken Matlack Addresses COVID-19. Morrow County Reopening plan sent to the state for approval.
41. 05-09-2020 Monitoring COVID-19
42. 05-10-2020 Monitoring COVID-19, Prep for EOC Meeting.
43. 05-11-2020 Monitoring COVID-19, EOC Meeting, discussion on reopening, PPE shipment received and delivered County wide, Placed order for 100 Quest COVID-19 test kits for Morrow County First Responders. Region 6 & 9 Cooperators call. 10 Body bags dropped off for Sweeney Mortuary.
44. 05-12-2020 Morrow County Government Command Meeting, PPE shipment received and delivered County wide, Directors Meeting EOC Update.
45. 05-13-2020 Monitoring COVID-19.
46. 05-14-2020 Morrow County Government Command Meeting, Working on the Phase I Reopening Plan with the Governors Office. Approved for Phase I.
47. 05-15-2020 Monitoring COVID-19, getting caught up on paperwork and reports. Ordered an Abbott ID NOW COVID-19 test machine for Columbia River Health in Boardman.
48. 05-16-2020 Monitoring COVID-19.
49. 05-17-2020 Monitoring COVID-19, EOC Meeting Prep.
50. 05-18-2020 EOC Meeting, Region 6-9 Cooperators call,

- 51.05-19-2020 Morrow County Government Command Meeting,
- 52.05-20-2020 BOC Meeting discuss the EM Position. Monitoring Flood Alert, posting public safety flood information on social media and email.
- 53.05-21-2020 Monitoring COVID-19, Monitoring flooding situation, posting public safety flood information on social media and email. Order of PPE received and distributed to PMH. Conference call the Weather Service out of Pendleton regarding flooding and the forecast for the weekend.
- 54.05-22-2020 Monitoring COVID-19.
- 55.05-23-2020 Monitoring COVID-19.
- 56.05-24-2020 Monitoring COVID-19.
- 57.05-25-2020 Monitoring COVID-19. EOC Meeting Prep.
- 58.05-26-2020 EOC Meeting, Morrow County Government Command Meeting, Notified by Nation Guard of a PPE order to be received on 05-28-2020. Press Release update sent out. P&P back to normal work schedule. Notified that the PPE is going from the "PUSH" back to the "PULL" ordering process as of 05-29-2020.
- 59.05-27-2020 Monitoring COVID-19, discussion with PPE Distribution in Oregon.
- 60.05-28-2020 Monitoring COVID-19, Command Truck to Umatilla County S.O. to start radio install, PPE Abbott NOW test kits 4 boxes of 24, Meeting with Health Department, Join BOC
- 61.05-29-2020 Monitoring COVID-19
- 62.05-30-2020 Working new storm incident that hit Morrow County. EOC Activated to work the storm event.
- 63.05-30-2020 Responded to Boardman to assist with the Incident Command System organization, contacted Red Cross and put them in contact with Chief Stockoe. Assessed the damage in Boardman and Irrigon area. Many Sheriff's Office staff assisted in the cleanup efforts.
- 64.05-31-2020 Responded to the Boardman area and assisted Chief Stokoe in the IC for the Storm Event, Irrigon area to assist in clean-up efforts, updated Red Cross. Monitoring COVID-19. EOC Prep.
- 65.06-01-2020 EOC Meeting, Completed the request to go into phase II by Governor Brown. Commissioner Lindsay sent the documents to the state. I will have update calls with the Red Cross everyday at 9:00am and 7:00pm regarding the storm incident and the situation in Boardman. , 1 new positive Morrow County COVID-19 cases total 13
- 66.

67. 06-02-2020 Morrow County Government Command meeting, update with Red Cross and Chief Stokoe on the storm event response for Morrow County. Checked the Irrigon area. Monitoring COVID-19.
68. 06-03-2020 PPE order received 25,600 KN95 masks, update with RED Cross and Chief Stokoe followed by a meeting at BPD. Monitoring COVID-19
69. 06-04-2020 Monitoring COVID-19, update Red Cross on storm event, two families from Irrigon were setup with Red Cross. Morrow County was cleared to move into Phase II.
70. 06-06-2020 Checked the Boardman and Irrigon area regarding the Storm Damage. Monitoring COVID-19. Final Red Cross update.
71. 06-07-2020 Monitoring COVID-19, EOC Prep.
72. 06-08-2020 1 new positive Morrow County COVID-19 cases total 14, PPE received 320 gowns delivered to PMH.
73. 06-09-2020 Monitoring COVID-19
74. 06-10-2020 Monitoring COVID-19
75. 06-14-2020 Monitoring COVID-19, Public Health meeting regarding new positive cases. EOC prep.
76. 06-15-2020 4 new positive Morrow County COVID-19 cases total 18, Morrow County Government Command meeting.
77. 06-16-2020 Monitoring COVID-19, working on reports and updates. 1 new positive Morrow County COVID-19 cases total 19.
78. 06-17-2020 Monitoring COVID-19, working on reports and updates, working on EMPG, 1 new positive Morrow County COVID-19 cases total 20, Ordered 4 Abbott ID Now Test Kits w/ controls in OPS Center.
79. 06-18-2020 Monitoring COVID-19, 2 new positive Morrow County COVID-19 cases total 22
80. 06-19-2020 Monitoring COVID-19, 5 new positive Morrow County COVID-19 cases total 27, Morrow County had it's first COVID-19 death a 53 year old male from Irrigon. Order of PPE was received (KN95 Masks and hand sanitizer).
81. 06-21-2020 Monitoring COVID-19, EOC Prep.
82. 06-22-2020 Monitoring COVID-19, 8 new positive Morrow County COVID-19 cases total 35, EOC Meeting, Command Meeting, distributing PPE.
83. 06-23-2020 Monitoring COVID-19, distributed PPE to Irrigon Fire and Irrigon Ambulance.
84. 06-24-2020 1 new positive Morrow County COVID-19 cases total 36, EOC Meeting, Command Meeting, Monitoring COVID-19.

- 85.06-25-2020 8 new positive Morrow County COVID-19 cases total 44, PPE distributed to PMH, County Manager and Public Health, Monitoring COVID-19.
- 86.06-26-2020 Command Meeting, 5 new positive Morrow County COVID-19 cases total 49
- 87.06-28-2020 Monitoring COVID-19, EOC Prep.
- 88.06-29-2020 EOC Meeting, Command Meeting, 10 new positive Morrow County COVID-19 cases total 59. Ordered PPE.
- 89.06-30-2020 Monitoring COVID-19, getting caught up on reports and press releases. 5 new positive Morrow County COVID-19 cases total 64.

Supervisory staff is working on completing ICS 300, 400 and have completed Search and Rescue Training. Having a trained and informed staff has been a big help when working major incidents. Incidents that involve many agencies and jurisdictions.

From: Josh Thomas <jthomas@odncouncil.org>
Sent: Thursday, July 9, 2020 9:40 PM
To: Josh Thomas <jthomas@odncouncil.org>
Subject: Threemile Canyon Farm's National News

Good evening,

You may have heard about this good news from previous announcements, but Threemile Canyon Farms was one of only three in 37,468 dairies nationwide to win national recognition this year for modeling sustainable farming practices. We just received the attached news release this morning formally announcing the 2020 U.S. Dairy Sustainability Award winners, and I wanted to share it with you.

If you haven't heard of it before, this award is presented for modeling sustainable farming practices with replicable results that can inspire positive change for others. Nominees are judged by experts from academic institutions, government and nongovernmental organizations, and agricultural/dairy/food industries.

We're proud to have a hometown winner like Threemile Canyon Farms for showing how growing crops and milking cows can complement one another in a closed-loop system, resulting in little to no waste. Using creativity, innovation, and efficiency, their efforts to continuously improve farm practices generate positive results for food production, air and water quality, animal care, and community impact. As examples:

- The methane digester sequesters about 136,000 metric tons of carbon emissions every year – the annual equivalent of greenhouse gas emissions from 28,875 passenger vehicles. Renewable natural gas created by the digester is used in natural gas vehicles, reducing fuel emissions by 80 percent or more compared to diesel fuel.
- Threemile donates 7,000 pounds of ground beef to Farmers Ending Hunger every month (84,000 pounds annually).
- The dairy has always scored between 96 and 100 percent on its independent, third-party animal welfare audits.
- This farm also thinks beyond its borders, voluntarily placing 23,000 acres into a wildlife conservation area.
- It also supports internships and opportunities for local 4-H and FFA students.

Here are some additional resources in case you'd like to know more:

Oregon's Threemile Canyon Farms Wins National Sustainability Award

<https://odncouncil.org/2020/04/23/threemilecanyonfarmsaward/>

Threemile Canyon Farms – Sustainability

<https://www.threemilecanyonfarms.com/sustainability>

U.S. Dairy Sustainability Award general information

<https://www.usdairy.com/about-us/innovation-center/sustainability-awards>

I'm glad to help if you have questions or need more information or images.

Thanks,
Josh

<http://www.undeniablydairy.org/>



Josh Thomas

Senior Director of Communications

Oregon Dairy and Nutrition Council

10505 SW Barbur Blvd., Suite 201, Portland, OR, 97224

O: 971.673.2730 C: 503.317.5007

odncouncil.org

FOR IMMEDIATE RELEASE

July 9, 2020

Contact:

Scott Wallin

scott.wallin@dairy.org

(407) 765-1561

Class of 2020 Sustainability Award Winners Announced

Innovation Center for U.S. Dairy celebrates environmental visions, solutions

ROSEMONT, III. — The U.S. Dairy Sustainability Awards, which honor dairy farms, businesses and partnerships whose practices improve the well-being of people, animals and the planet, have recognized six winners for 2020.

The program is managed by the Innovation Center for U.S. Dairy, which was established under the leadership of dairy farmers (through their checkoff) and dairy companies. Winners represent U.S. dairy's commitment to sustainability and demonstrate how transparency and ingenuity lead to sustainable and scalable practices that benefit their businesses, communities and the environment.

More than 70 U.S. dairy farms, businesses and collaborative partnerships have been honored since 2011.

"This year's winners add to our rich history of recognizing the true innovators and visionaries of U.S. dairy," said Dairy Management Inc. (DMI) Executive Vice President of Global Environmental Strategy Krysta Harden. "The program shines a light on the many ways our industry is leading the way to a more sustainable future."

The awards are judged by an independent panel of dairy and conservation experts who consider innovation, scalability and replicability when choosing winners. Among the criteria to apply for the awards is participation and good standing in the Farmers Assuring Responsible Management (FARM) animal care program and use of the FARM Environmental Stewardship online tool for determining their GHG and energy footprint. Both initiatives are part of the U.S. Dairy Stewardship Commitment, U.S. dairy's social responsibility pledge to consumers, customers and other stakeholders.

"Now more than ever we are recognizing the value and the fragility of supply chains, and both companies and producers are looking for ways to reduce their environmental impact while building resiliency," said World Wildlife Fund-U.S. Senior Vice President, Fresh Water and Food Melissa Ho, who served as one of this year's judges. "These award winners show that the dairy community is actively working to put its commitment to environmental stewardship into action with the ultimate goal of achieving a healthy and sustainable future for people and planet."

Added Marilyn Hershey, Pennsylvania dairy farmer and chair of the DMI board of directors: "This class of winners once again exemplifies how farms and companies of all size, scope and philosophy can make a difference that benefits dairy, the planet and our communities. U.S. dairy is more than rising to the occasion to provide consumers and customers with products and practices that meet their expectations."

The 2020 U.S. Dairy Sustainability Awards winners are:

Twin Birch Dairy of Skaneateles, New York (Outstanding Dairy Farm Sustainability)

-more-

Innovation Center for U.S. Dairy, Page 2

Dirk Young relies on a combination of practices to maximize his operation's resources—from using an anaerobic digester to make cow bedding and crop fertilizer out of cow manure to using no-till and strip cropping in his fields. Young explores ways to better adapt to climate change, and the results of his work are evident. He partnered with an environmental group to ensure good water quality in New York's Finger Lakes. The findings? Water quality immediately downstream of his dairy farm was generally the same, if not slightly better than, upstream water quality. He collaborates with researchers and elected officials—and the next generation of dairy farmers—on sustainable farming.

Rosy-Lane Holsteins of Watertown, Wisconsin (Outstanding Dairy Farm Sustainability)

Healthy cows and a healthy planet go hand-in-hand at Wisconsin's Rosy-Lane Holsteins dairy. The emphasis on cow health started with incorporating cattle genetic technologies, breeding cows that live longer and are less susceptible to disease and illness. Genetics has helped the farm produce 1.7 pounds of milk for every 1 pound of feed for the milking herd. The average U.S. dairy attains 1.5, according to Cornell University. Rosy-Lane is at 1.67 for 2019, meaning it produces about 70 more semi-tankers of milk a year using the same inputs as other dairy farms. Another benefit is the farm has not used antibiotics on its milking herd in over seven years.

Threemile Canyon Farms of Boardman, Oregon (Outstanding Dairy Farm Sustainability)

Oregon's largest dairy farm produces food with little to no waste, thanks to its closed-loop system. This has been achieved in part with setting high standards in animal care and ensuring the wellbeing of Threemile's employees and their families. Highlights from the operation's system include: mint harvest byproducts are included in the cows' feed, manure is used as fertilizer, and its methane digester produces renewable natural gas. It powers natural gas vehicles, which reduce fuel emissions by 80% compared to diesel fuel. And the farm's reputable internship program ensures dairy community leaders for the future.

Turkey Hill Clean Water Partnership, Pennsylvania (Outstanding Supply Chain Collaboration)

Runoff and pollution from six states including Pennsylvania was severely affecting the Chesapeake Bay's habitat. Turkey Hill Dairy partnered with the Alliance for the Chesapeake Bay and the Maryland & Virginia Milk Producers Cooperative to bring together local farms and the private and public sectors to help dairy farmers develop and adopt conservation plans to better manage soil and water on their farms. Solutions like modern housing for cows, manure storage, tree planting, stream fencing, cover crops, conservation tillage and nutrient management will improve the farms' soil, water and manure management, improving local waterways and the Chesapeake Bay.

Sustainable Conservation, Netafim, De Jager & McRee Dairies, Western United Dairies of California (Outstanding Community Impact)

California dairy farmers are always innovating ways to re-use water. One of those methods includes flood irrigation, where water is applied to the soil surface and distributed throughout a crop using gravity. But applying manure nutrients in this method can be tricky and even pose a risk to groundwater supplies. In 2014, Sustainable Conservation, Netafim and De Jager Dairy got together to develop a new way: a subsurface drip irrigation that uses manure effluent. This system means crops can benefit from manure's nutrients, which are applied closer to the rootzone for improved growth. It also means less water is applied and drinking water is protected.

Leprino Foods Co.'s Greeley, Colorado Plant (Outstanding Dairy Processing and Manufacturing)

This dairy plant exemplifies environmental sustainability with replicable processes that ensure all precious resources are maximized. Built on an abandoned sugar-processing factory's site, it relies on a combined heat and power system with electricity from two natural gas turbines—meeting about 75% of the plant's power needs. The plant also employed technology that uses water from milk during the cheesemaking process to clean the facility, reducing the need for fresh water. Further, that recycled water goes through treatment that results in feedstock for the plant's anaerobic digester—which in turn creates renewable biogas. This and more

Innovation Center for U.S. Dairy Page 3

adds up to \$4.5 million in estimated annual energy cost savings from onsite natural gas turbines after a five-year payback.

Generous sponsors of the [U.S. Dairy Sustainability Awards](#) help make it possible to recognize farmers, companies and organizations for their commitment to improving communities, the environment and their businesses. The Innovation Center for U.S. Dairy is pleased to recognize the following companies and organizations for their support of this year's awards program: DeLaval, Zoetis, Phibro Animal Health, Syngenta and USDA.

###

Innovation Center for U.S. Dairy® is a forum that brings together the dairy community to address the changing needs and expectations of consumers through a framework of shared best practices and accountability. Initiated in 2008 by dairy farmers through the dairy checkoff, we collaborate on efforts that are important both to us and our valued customers – issues like animal care, food safety, nutrition and health, the environment and economics. The Innovation Center is committed to continuous improvement from farm to table, striving to ensure a socially responsible and economically viable dairy community. Visit USDairy.com for more information about the Innovation Center for U.S. Dairy.



IN THE SIXTH JUDICIAL DISTRICT OF THE STATE OF OREGON

In the Matter of Chief Justice Order
20-016, as effective June 1, 2020,
pertaining to COVID-19 Phase 2
Response

AMENDED
PRESIDING JUDGE ORDER
No. 20-005

COVID-19 PHASED RESPONSE –
COURT OPERATIONS, PHASE 2

**THIS PRESIDING JUDGE ORDER FURTHER AMENDS PJO#20-005 as
Previously Amended AND EXTENDS CERTAIN SAFETY REQUIREMENTS
IMPOSED BY THIS ORDER**

**** MASKS ARE REQUIRED IN THE COURTHOUSES AS OF JULY 1, 2020**
PERSON'S NOT COMPLYING SHALL NOT ACCESS COURT SERVICES**

WHEREAS the Chief Justice has amended and issued the attached Chief Justice Order (CJO) to address the COVID-19 pandemic; and

WHEREAS the Presiding Judge (PJ) has certain authority under state law, including ORS 1.171 which allows the apportionment of caseload and the disposition of judicial business of the circuit court; and

WHEREAS the PJ has issued PJO 20-005, as amended, on Umatilla and Morrow County Circuit Court operations in response to the COVID-19 Level 3 CJO and issued PJO 20-006 with further orders regarding operations of the Morrow County Circuit Court; and

WHEREAS the PJ has authority under ORS 1.180 for safety and security of court facility operations; and

WHEREAS the Chief Justice has issued further guidance on the wearing of face coverings, recommending that courts follow guidance given regarding government agencies that function similar to retail businesses – that is, where members of the public may enter; and

WHEREAS the principal means to defeat the COVID-19 pandemic is to avoid contact with infected persons, and key to that is social distancing; this is accomplished through reduction of in-person court hearings and staggering

appearances to avoid social contact and allow for decontamination processes between hearings;

THEREFORE, IT IS ORDERED that:

1. The court adopts CJO 20-016 as amended as set out in Attachment A. Should the Chief Justice issue a superseding order then that order will be automatically adopted by this order.
2. The court adopts the prioritization of legal proceedings as set forth in Attachment B.
3. Cases will be reassigned by separate Presiding Judge Instruction.
4. The Circuit Court Offices at the Stafford Hansell building in Hermiston will be closed to the public.
5. The Circuit Court Offices at Pendleton and Heppner for Morrow County will be open to the public.
6. Drop boxes are provided at all locations to allow for filing of documents and making payments without proceeding through security screening.
7. COVID-19 and Weapons Security Screening
 - a. PURSUANT TO ORS 1.171 and ORS 1.180 the presiding judge has authority for determining court facility entrance screening policies. CJO 20-006, Paragraph 9.d, specifically grants the PJ authority to direct any person exhibiting symptoms of COVID-19 to leave the courthouse. This authority is hereby delegated to the Trial Court Administrator and members of the Sheriff's Court Security Detail. For this order, "court facility" will have the same definition as found in ORS 166.360. For this purpose, Court Security Officers may ask appropriate questions as part of COVID-19 screening of any persons entering the court facility.
 - b. The Umatilla County Courthouse in Pendleton, the Stafford Hansell Government Center Circuit Court (second floor), and the Morrow County Courthouse in Heppner, or any other facility or location where the court conducts its business are court facilities for the use of members of the public to exercise their rights to view proceedings and handle their affairs through the court. There is no right of public access to staff areas or judicial chambers, offices, jury rooms, or conference rooms. Any right of access to public areas may, however, be removed as a result of conduct detrimental to the safety of the court's judicial officers, other officers of the court, its employees, and members of the public.
 - c. Entrance to court facilities and weapons screening is controlled by order of the PJ and by related order of the Board of Commissioners for the County. Firearms are specifically excluded from these

premises under ORS 166.370 unless otherwise permitted by separate PJO.

- 1) In addition to statutory prohibitions, the following items are barred from court facilities: pocket knives, folding knives, box cutters, multi-tools, sporting sticks, walking sticks (not handicap assistance canes), handcuffs, handcuff keys, replica firearms, or any other item deemed as a possible weapon by Court Security staff. Persons possessing any such item may be required to surrender the item to a Court Security Deputy or to immediately remove the item from the court facility. Any person refusing to comply will be immediately ejected from the court facility with the possible future limitation of their unrestricted access to the court facility.
- 2) Where a court facility security screening station is established, no person will enter any area of the court facility protected by the security screening station without permission from a Court Security Deputy or other authorized county or state employee. Any person not exempted from these requirements by Judicial Rule or Order who desires entry into the protected area of the court facility must submit to the security screening process. The security screening process may include, but is not limited to, magnetometer checks of persons, X-Ray checks of containers and physical checks of containers.
- 3) Any person present in the court facility in possession of a container is subject to the search of that container when requested by Court Security Deputies. The person will have the option of submitting to the search or immediately removing the container in question from the court facility.
- 4) For the purpose of this order, container means any purse, briefcase, bag, backpack, billfold, or other item whose contents are obscured from view.
- 5) For the purpose of this order, screening means the detection of items prohibited from being present in Sixth Judicial District court facilities by Oregon Revised Statutes, Judicial Rule, Judicial Order, or County Commissioner Order.
- 6) For the purpose of this order, screening station means any area in or adjacent to a court facility that controls entry into the court facility or portions of the court facility where such entry is restricted by signing, Court Security Deputies or authorized state or county employees.

COVID-19 RESPONSE, Phase 2

- d. Detrimental conduct pursuant to this order may include, but is not limited to:
- 1) Direct physical assault or physical harassment upon any person;
 - 2) Destruction or theft of court records or posted public notices;
 - 3) Vandalism, defacing, burning, or other physical destruction of any device or room within these facilities;
 - 4) Intimidation, extortion, coercion, or other forcible conduct aimed at interrupting the court's judicial officers, other officers of the court, and its employees, in the course of their work or at interfering with members of the Bar or of the public in their dealings with the court;
 - 5) Any conduct which interferes with or interrupts a court proceeding or court administration;
 - 6) Any entrance into an area of these buildings designated off-limits or for employees only;
 - 7) Any introduction of noxious odors designed to deny members of the public the use of any public part of these buildings;
 - 8) Any attempt, either by fraud or threat, to gain access to confidential court records or material;
 - 9) Any attempt, either by fraud or threat, to gain access to the private office of a judicial officer, the court administrator, or other court officer; or
 - 10) Any attempt by a member of the public to deny any other member of the public the use of these buildings.
- e. In both counties, COVID-19 screening questions include, but are not limited to, the following:
- 1) Do you have a fever or are you experiencing chills?
 - 2) Are you experiencing a loss of taste or smell?
 - 3) Do you have a cough?
 - 4) Are you experiencing any difficulty breathing or shortness of breath?
 - 5) Within the last 14 days have you had close contact with anyone who has been diagnosed with COVID-19?
- f. Court Security Officers SHALL require noninvasive temperature screening for anyone entering the court facility and may visually

COVID-19 RESPONSE, Phase 2

assess the person's physical appearance regarding presentation as fevered.

- 1) Access to the court facility will be denied to anyone presenting with a fever over 99.9 degrees measured noninvasively, or to anyone who states they have a fever or chills or presents as having fever or chills, or to anyone refusing to consent to noninvasive temperature screening.
- g. Access to the court facility will be denied to anyone answering yes to any of the other screening questions unless entry is authorized by an employee of the state courts designated by the TCA to make such determinations for persons seeking state court access, or unless entry is authorized by an employee of the county designated by their agency to make such determinations for persons seeking access to county services.
- h. If a person is granted access to court or county services as described in Paragraph 3 above and declines to wear a protective mask that is approved by Court Security Deputies, they shall be directed to leave the building.
- i. While in the courthouse, all persons shall as reasonably as possible adhere to social distancing guidelines. If any person, including attorneys, are unable to adhere to such they may be barred from the courthouse and required to make all appearances by phone.
- j. Court Security Deputies and court staff may enforce these requirements and the court may enforce compliance through contempt of court if the person is present in a courtroom without a mask after being advised to wear the mask by Court Security Deputies, the judge or court staff.
- k. No person will be denied access to the court facility without being given the court telephone number – 541-278-0341 – allowing them to conduct their business telephonically.
- l. Certain persons are exempted from screening requirements when acting within the scope of their official duties, but shall self-identify as to any of the screening questions to security and individuals with court appearances have a personal responsibility to make other arrangements for appearance by phone:
 - 1) Judges;
 - 2) County Commissioners
 - 3) Attorneys, including any member of the Oregon Bar with Bar identification are excluded from security screening but will be screened for COVID-19 exposure risk;

COVID-19 RESPONSE, Phase 2

- 4) Law Enforcement Officers while on duty are excluded from security screening but will be screened for COVID-19 exposure risk; and
- 5) Court and County employees displaying appropriate identification, when entering the court facility through a security station, will be screened for COVID-19 exposure risk.

IT IS FURTHER ORDERED that on or after July 1, except for children under two (2) years of age, all persons entering the court facilities are required to wear a mask or other appropriate protective face covering unless previously provided an exception letter from the Trial Court Administrator which must be presented at the time of entrance to the security personnel or to court staff if requested. This includes attorneys, court staff and judges. Any person entering the courthouse, including court service counter areas, hallways, courtrooms and ancillary court spaces in the Pendleton Courthouse and the Stafford Hansell Government Center and the Heppner Courthouse is required to engage in appropriate social distancing by standing at least 6 feet apart or sitting only in designated seats. Members of the public who do not have a mask will be provided one. A judge may elect to not wear a face covering when on the bench or while passing between chambers and the bench as they are specifically protected by distance from other court participants, and may ALLOW individuals in the well of a courtroom who are actively engaged in the matter on the record to remove their face covering while engaged immediately in the business of the court if the judge deems that the record or credibility is impaired by the wearing of the face covering. A witness testifying on the record is not required to wear a mask pursuant to the Chief Justice Order but is encouraged to do so except for these reasons. Court Security or court staff may direct a person to leave the premises who removes their mask or refuses to wear one. Person's not properly wearing a mask shall be refused public court services.

- a. Security should advise persons entering the courthouse of the requirement to wear a mask and the requirement to wear a mask in the courtroom.
 - 1) Anyone not willing to comply will be provided a telephone number to call the courthouse to make their appearance.
 - 2) Courts may enforce the requirement with summary contempt or exclusion with providing the person the opportunity to wear a mask.

IT IS FURTHER ORDERED that objections to the emergency provisions herein are required to be filed in writing as to a specific hearing no later than 2 full court days prior to the scheduled hearing, or if set within two days then 24 hours before the time of the hearing. Any objection to the wearing of a face

COVID-19 RESPONSE, Phase 2

covering not related to a particular hearing shall be presented to the Trial Court Administrator in writing at the time the individual objecting becomes aware of the requirement. The request for exception shall specifically identify the reason for the request for an exception to the policy for ADA or other health or other reasons supported by facts and law and other supporting materials including, for example, the basis for medical, or other protected reason, if any. If an exception is granted, the person shall carry a letter from the TCA granting the exception.

IT IS LASTLY ORDERED that this PJO, unless otherwise amended, shall terminate upon cancellation of the associated CJO and the cessation of the COVID-19 Pandemic.

Dated

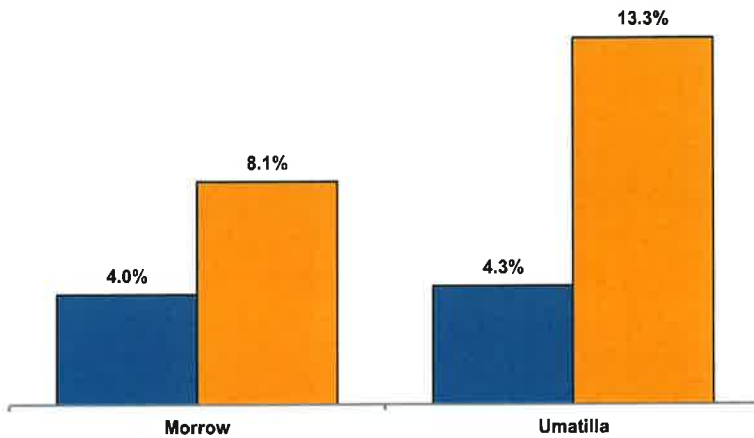
July 7, 2020



DANIEL J. HILL
Presiding Judge of the Circuit Court

Unemployment Rates (Seasonally Adjusted)

■ May 2019 ■ May 2020



Unemployment Rate News

Morrow County's seasonally adjusted unemployment rate for May 2020 was 8.1 percent, while Umatilla County came in at 13.3 percent. Morrow County's rate was well below Oregon's statewide rate of 14.2 percent and the national rate of 13.3 percent.

Morrow County's rate ranked second lowest among Oregon's 36 counties for the month while Umatilla County's ranked in a three-way tie for 14th.

Both counties had higher seasonally adjusted unemployment rates in May 2020 than the previous May due to the effects of COVID-19.

Morrow County (+4.1 percentage points) ranked third among Oregon's counties for smallest over-the-year change. Umatilla County (+9.0) ranked in a three-way tie for 16th.

Nonfarm Employment Change

May 2019 to May 2020

Morrow County dropped an estimated 260 jobs over the year. The private sector decreased by 180 jobs. Construction, manufacturing, and leisure and hospitality led private industry losses. Professional and business services was the only industry to add jobs. The public sector lost 80 jobs with a loss in local government while federal and state government were unchanged.

Umatilla County employment decreased by an estimated 4,290 jobs over the year. The private sector dropped 3,910 jobs led by losses in leisure and hospitality; manufacturing; transportation, warehousing, and utilities; and retail trade. Information was the only industry to add jobs. The public sector dropped 380 jobs with losses in local education, other local government, and federal government overwhelming a small gain in state government while Indian tribal was unchanged.

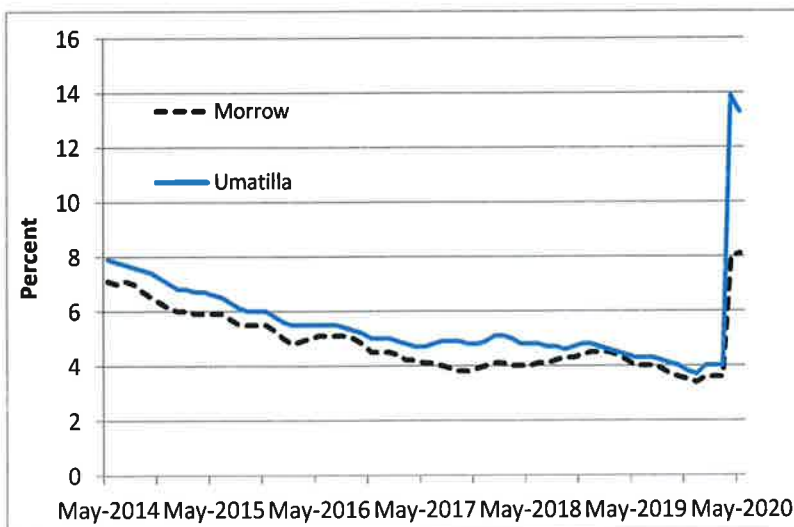
Notable Industry Gains and Losses

Over-the-Year Employment Change from May 2019

	<u>Morrow</u>	<u>Umatilla</u>
	Professional/Business Services (+130)	State Government (+30)
		Information (+10)

	Local Government (-80)	Leisure/Hospitality (-1,300)
	Construction (-70)	Manufacturing (-1,120)
	Manufacturing (-70)	Retail Trade (-390)
	Leisure/Hospitality (-60)	Local Education (-340)
	Retail Trade (-40)	Transportation/Warehousing/Utilities (-320)
	Private Education/Health Services (-40)	Private Education/Health Services (-270)

Unemployment rate up sharply due to COVID-19



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