

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 7, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

Heppner, Oregon

Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance:** 9:00 a.m.
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Minutes: September 2nd, September 9th
 - c. Eighth Amendment to Oregon Health Authority Intergovernmental Agreement #159175 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services
 - d. Oregon Department of Veterans' Affairs, 2020-21 Transportation of Veterans in Highly Rural Areas, Grant Agreement – Morrow County
 - e. Professional Services Agreement with Regence Blue Cross Blue Shield of Oregon, Network Subcontractor TriWest Healthcare Alliance Corp.
 - f. Jail Use Agreement with Umatilla County
 - ~~g. Defined Contribution Retirement Plan Agreement~~
 - h. Morrow County Cultural Coalition Grant
5. **Recognition of Retired Public Health Director Sheree Smith**
6. **Break**
7. **Business Items**
 - a. **Mutual Aid Agreement with Umatilla County for Public Health Services (Diane Kilkenny, Interim Public Health Director)**
 - b. Morrow County Government Command Center Update
 - c. Community Counseling Solutions Quarterly Report (Kimberly Lindsay, Executive Director)
 - d. Public Hearing Cancellation Discussion – Appeal of Morrow County Planning Commission Decision LUD-N-26-20 (Justin Nelson, County Counsel)
 - e. Planning Director Designation (Lindsay Grogan, Human Resources Manager)
 - f. Irrigon Building Update (Darrell Green, Administrator)
 - g. Disbursement of Funds to Non-Profits (Kate Knop, Finance Director)
 - h. Northeast Oregon Water Association (NOWA) Dues Invoice
 - i. Review Agenda for October 12th City-County-Port Meeting
8. **Department Reports - Written**
 - a. Administrator's Monthly Report
 - b. Sheriff's Office Monthly Report
 - c. Treasurer's Monthly Report
 - d. County Counsel/District Attorney Quarterly Report
 - e. Fair Office Quarterly Report
9. **Correspondence**
10. **11:30 a.m.** Cliff Bentz, Candidate for U.S. Senate Position 2
11. **Commissioner Reports**
12. **Signing of documents**
13. **Adjournment**

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

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

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

Zoom Meeting Information

Join Zoom Meeting

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

PASSWORD: 97836

Meeting ID: 541-676-2546

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

1-346-248-7799

1-929-436-2866

1-669-900-6833

1-253-215-8782

1-312-626-6799

1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes
September 2, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty, Darrell J. Green, John A. Bowles, Kristen Bowles, Roberta Lutchner

Present Via Zoom

Staff: Stephanie Case, Bobbi Childers, Tony Clement, Glen Diehl, Gayle Gutierrez, Diane Kilkenny, Kate Knop, Ian Murray, Public Works staff, Linda Skendzel, Gregg Zody; Non-Staff: Sheryll Bates, Becky Blankenship, Kalie Davis, Robert Echenrode, Torrie Griggs, Leah Harris, Lisa Mittelsdorf, Karen Pettigrew, Lori Roach, David Sykes, Sandy, Toms, Brandy Warburton

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

City & Citizen Comments: Following last week's conversation about activity by the assistance centers in the County, Clerk Bobbi Childers said she sent a letter to the Commissioners showing statistics related to the Irrigon-Boardman Emergency Assistance Center. Chair Lindsay thanked Ms. Childers and said the letter would be in next week's Agenda Packet under Correspondence.

Open Agenda: Commissioner Russell asked to add a request from the City of Irrigon regarding the parking lot for the proposed Administrative Building there.

Consent Calendar

Chair Lindsay removed the Accounts Payable (APs) from the Consent Calendar.

Commissioner Russell moved to approve the following items in the Consent Calendar, removing the APs to Business Items:

1. *Three Payroll Payables dated September 2nd – \$175,652.01; \$3,000; and Employee Final, \$6,182.29*
2. *Minutes: August 12th*
3. *Oregon Liquor Control Commission, Liquor License Application, Marker 40 Golf Club/Port of Morrow*

Commissioner Doherty seconded. Unanimous approval.

Business Items**Accounts Payable**

Chair Lindsay inquired about the \$1,995 invoice from the Morrow County Health District for COVID-19 items. She asked to delay payment for one week until she could meet with MCHD Chief Executive Officer, Bob Houser, to better understand the situation.

Commissioner Russell moved to withhold the \$1,995 payment to MCHD, to be brought forward next week, and approve the remaining APs dated September 3rd in the amount of \$81,135.19. Commissioner Doherty seconded. Unanimous approval.

City of Irrigon Request

Commissioner Russell explained the City of Irrigon owns a small strip of property that will be in the middle of the County's parking lot for the new building. He attended last night's City of Irrigon Planning Commission Meeting and learned the property was deeded from the County to the City in the 1970s for a dedicated alleyway, but the City didn't dedicate it as such. He said City Manager, Aaron Palmquist, suggested the best course of action would be a formal request from the County to deed the property back to the County.

Commissioner Russell moved to have staff draft an official request to the City of Irrigon to transfer the property back to the County. Discussion. Chair Lindsay suggested tabling the motion and discussion until next week.

Commissioner Doherty moved to have staff work on the request and bring it to next week's agenda. Chair Lindsay seconded to table Commissioner Russell's motion and bring this back in more detail next week. Unanimous approval.

Contract with Morrow County Health District – School Based Health Center 2020-2023

Diane Kilkenny, Interim Public Health Director

Ms. Kilkenny said the contract allows the Public Health Department to continue to provide physical health services at the School Based Health Center in Ione. The County receives the funds from the State as part of the 2019-2021 Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services, and then passes them through to the Health District. The contract includes a 10% administration fee for the County, which Chair Lindsay said she supported in this particular case.

Commissioner Doherty moved to approve the Contract Between Morrow County and Morrow County Health District, 2020-2023; effective July 1, 2020 and shall expire on June 30, 2023. Commissioner Russell seconded. Unanimous approval.

Sheriff's Office Purchase Pre-Authorization Request – Fourth Radio Console

Undersheriff John Bowles

Communications Lieutenant Kristen Bowles

Undersheriff Bowles and Lt. Bowles presented the request and responded to questions.

Commissioner Russell moved to approve the purchase of the communication console from Racom in the amount of \$19,329.40. Commissioner Doherty seconded. Unanimous approval.

Irrigon Building Update/Guaranteed Maximum Price (GMP)

Darrell Green, Administrator

Becky Blankenship, Hill International (Owner's Representative for the County)

Mr. Green explained Fortis Construction's Administration Building, Phase 2 GMP Proposal was \$6,800,000 for a 13,262 square foot facility. He talked about items in the Value Engineering (VE) Log that were removed but could be added back in, if the Board opted to do so. Several times throughout the discussion, Ms. Blankenship stressed the increased cost associated with adding a VE Log item later versus now. Discussions took place on the building size, budget and the VE Log items, with some examples being:

1. Restoring the building footprint to 13,420 sf \$49,498

2. Upgrade Sheriff holding cell	\$13,100
3. Automatic bathroom amenities & fixtures (all)	\$37,467
4. Generator backup power to Sheriff's area	\$11,565
5. Electric snowmelt at two entrances	\$21,459

After additional discussions, the Board agreed to increase the building size to 13,420 sf.

Chair Lindsay moved to increase the Guaranteed Maximum Price to \$6,850,000. Commissioner Russell seconded. Unanimous approval.

Ms. Blankenship said she would meet with the Team tomorrow and have a GMP Amendment document available shortly to cover the changes discussed.

Chair Lindsay moved to allow Commissioner Russell to sign the GMP Amendment, assuming it was exactly as discussed today. Commissioner Doherty seconded. Unanimous approval.

Break: 10:55-11:05 a.m.

County Needs Assessment Questionnaire on COVID-19

Commissioner Doherty recapped the difficulties faced by counties across the State in receiving Federal funds due them, with the exception of the metro counties. He went on to discuss the needs of Morrow County residents in light of COVID and the windstorm that impacted north County. Commissioner Doherty said the County is comprised of individuals on both ends of the economic spectrum, adding that 80% of students are on the free or reduced lunch program at school and 18% of residents fall below the poverty line. He discussed the Boardman Food Pantry and efforts to get it up and running, including the purchase of a building that will be remodeled to meet multiple needs. Industry partners are also prepared to help with the project, he said.

Commissioner Doherty moved to direct \$100,000 of CARES funds toward getting this food pantry and child wellness center off the ground (Boardman Food Pantry).

Chair Lindsay: How much is left?

Commissioner Doherty: About \$150,000, give or take, but there are some other costs that we have and Mr. Green wanted to make sure we have them all in there. I'd like to bring back the balance of whatever is there and if we wanted to use some of these other funds, it's \$210,000 to be clear, then maybe next week relative to the discussion for the emergency building here in town, I think that was the other discussion we had around those remaining dollars.

Ms. Knop: The amount remaining, if Morrow County runs out dollars for eligible costs, including some personnel dollars directly associated with COVID-19 and our contact tracers and an estimate for additional supplies through December, we forecast approximately \$134,000 available. That would mean strong communication across the County that these dollars would not be reimbursable, they would exceed the County's appropriation for CARES dollars.

Commissioner Doherty: I know there are similar programs out there. This year we're about \$27,500 to each organization (Irrigon-Boardman Emergency Assistance Center and the Neighborhood Center of South Morrow County) and \$20,000 in prior years. So, it would be kind of what we've done over the last four years with those programs. I think built into this one and Bobbi Childers is right with the number of folks they're covering...I don't think we realized the absolute need the storm and COVID-19 brought to light in the community in Boardman and surrounding areas.

Chair Lindsay seconded the motion.

Discussion:

Chair Lindsay to Torrie Griggs, Boardman Community Development Association, Executive Director: How would you be using these dollars?

Ms. Griggs: Our plan is to get the purchase of the Lutheran Church and do renovations to provide a commercial grade kitchen to provide nutrition classes to community members and children and include in that 4-H and provide normal food pantry services and provide adequate space for freezers and refrigerators so we don't have to immediately distribute food. (Discussion continued on their relationship with CAPECO.)

Chair Lindsay asked Boardman Mayor Sandy Toms what the City was doing to support the Boardman Food Pantry since they had COVID dollars.

Ms. Griggs: Karen Pettigrew (Boardman City Manager) could answer that. (No response from Ms. Pettigrew).

Ms. Griggs: We've had discussion, but nothing has been confirmed at this point. The total cost to purchase and remodel is \$350,000-400,000. It will give us a boost to own outright and move forward with basic monthly costs.

Chair Lindsay: Any matches?

Ms. Griggs: We're working on grants to help with matching. A Community Block Grant wouldn't help until 2021. These dollars can't do that....we're looking at other options.

Commissioner Doherty: Greg Wolf, County Solutions Director for the Association of Oregon Counties, said folks are ready to do some match.

Chair Lindsay: Is Boardman spending their CARES dollars?

Commissioner Doherty: I contacted Irrigon, the Oregon Trail Library District, I told them dollars could flow back and forth. Kathy Street (OTLD Director) didn't think that was the case. She talked to someone and was told the dollars were different. He said executive staff at AOC were looking into it and we'll know more later today. Right now, I don't know what the City's intentions are. The Parks and Rec District in Boardman has plans already and I'm not sure what the Port of Morrow is doing with their \$300,000 – if they'd partner with us on this or

the City, valid questions. The value is there in this ask, it gets it off the ground. A different model, we don't have to continually fund it.

Chair Lindsay: Every year at budget I say we don't have to manage homeless shelters. We don't do much for our budget for this every year. I love you're jumping in doing this work. I'm a proponent and we're lucky this is all we've had to do. I guess neither City rep wants to unmute and add to this.

Commissioner Russell: I'm aware of it. I know at one time there was talk about if the fire district bond passes, then the fire district would donate its building to the food pantry but the timing isn't right since it's probably 18 months out and their timeframe is faster. PGE and Wendy Veliz (PGE Local Government Affairs Manager) have been involved with the Oregon Community Foundation, which has supported migrant farm workers. They are trying to get assistance to eastern Oregon...but I'm not sure if any money has been gifted...

Chair Lindsay: The Government Command Team talked about the food pantry extensively and sent \$2,000. Is the non-profit complete?

Ms. Griggs: Yes, we have all our paperwork in now.

Vote: Unanimous approval.

Morrow County Government Command Center Update

- Chair Lindsay said the message to the public continues to be “slow the spread and wear a mask,” especially for the upcoming Labor Day weekend. Businesses and cities have been asked to display that same message on their message/reader boards. She also said community-based organizations (CBOs) want to do testing, but it will mean additional work for Public Health staff. This is not a bad thing, she said, just something that takes some preparation. Chair Lindsay talked about the statistics negatively impacting Morrow County, like “sporadic untraceables,” especially when it comes to the ability to open schools. She asked members of the public to please take the phone calls from Public Health staff members because they are not trying to create havoc in your lives. Chair Lindsay pointed out the August 31st letter to the Governor requesting Phase II Reopening was included in this week's Agenda Packet. She briefly discussed the graph that accompanied the request. She said it was produced by Public Health staff and illustrated the fact that the Case Count by Week was on a decreasing trend.
- Mr. Green said Lindsay Grogan, Human Resources Manager, is working with approximately five employees on FMLA (Family & Medical Leave Act) and paid time off requests for school-related matters.

UEC Easement Request

Justin Nelson, County Counsel, said this item was listed on the agenda in case a decision resulted from the Executive Session.

Department Reports, Written

The following written reports were reviewed:

- Administrator's Monthly Report submitted by Mr. Green

- Sheriff's Office Monthly Report submitted by Administrative Lieutenant Melissa Ross
- Treasurer's Monthly Report submitted by Gayle Gutierrez

Correspondence

- Oregon Capital Insider, Capital Chatter column, August 27th, by Dick Hughes, "Oregon's Ironic Pandemic Response"
- Flyer for Census Opportunity Events in Heppner on September 3rd & 4th

Commissioner Reports were suspended in consideration of the time

11:52 a.m. Executive Session: Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

12:16 p.m. Closed Executive Session

12:17 p.m. Returned to Regular Session

Mr. Nelson said no action was needed by the Board. He said he received direction from the Board and would contact UEC later this week to keep things moving forward. He added he appreciated the thorough response from UEC.

Signing of documents

Adjourned: 12:30 p.m.

Morrow County Board of Commissioners Meeting Minutes
September 9, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell, Darrell J. Green, John A. Bowles, Kate Knop, Roberta Lutcher

Present Via Zoom

Commissioner Jim Doherty; Staff: Erin Anderson, Mike Gorman, Gayle Gutierrez, Diane Kilkenny, Ian Murray, Sandi Pointer, Linda Skendzel, Vickie Turrell, Gregg Zody; Non-Staff: Sheryll Bates, Torrie Griggs, Leah Harris, Erika Lasater, Karen Pettigrew, David Sykes

Call to Order & Pledge of Allegiance: 9:02 a.m., followed by roll call.

City & Citizen Comments: Boardman Chamber of Commerce Executive Director, Torrie Griggs, announced upcoming dates for Facebook Live Candidate Forums: September 28th – Mayoral Candidates; September 30th – City Council Candidates; October 2nd – County Commissioner Candidates; October 5th – County Justice of the Peace Candidates; October 7th – County Treasurer Candidates; October 9th – County Sheriff Candidates. She said the Heppner Chamber of Commerce will host two of the County position forums, while the Boardman Chamber will host the other two dates.

Open Agenda: No items

Consent Calendar: Chair Lindsay removed the Anderson Perry & Associates agreement amendment to Business Items.

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

1. *Accounts Payable, September 10th, \$404,395.25 & Visa APs \$5,172.46*
2. *Third Amendment to Oregon Health Authority Intergovernmental Agreement #154649 for Environmental Health Services, and authorize Chair Lindsay to sign on behalf of the County*
3. *Vehicle Disposal Request from The Loop for the following vehicles to GovDeals.com: 2002 Ford Star Craft Bus, VIN 1FDXE45S12HB37580 and 2000 Ford Bus, VIN 1FDXE45S1YHB68837; and the following vehicle will be transferred to another department: 2002 Ford Crown Victoria, VIN 2FAFP71W92X129852*

Commissioner Doherty seconded. Unanimous approval.

Business Items

First Amendment to Agreement for Engineering Services – Anderson Perry & Associates, Inc.

The amendment to the contract pertains to fee increases requested by Anderson Perry. Chair Lindsay said the County issued a Request for Proposals last year, Anderson Perry replied and was awarded a five-year contract. The contract contained allowances for increases for cost of living adjustments (COLAs), she said. However, the increases in the amendment were in excess of any reported COLAs, she said, calling the increases “completely outside the contract.” She asked Justin Nelson, County Counsel, if he reviewed the amendment.

He said he did, after the Finance Department noticed the fees did not match the contracted fee schedule. He agreed it was a concern and said the County could opt to not sign the amendment and issue a new RFP. He added that Anderson Perry communicated to him the increases were COLA-related as the company added new positions and eliminated others. Discussion continued.

Commissioner Russell moved to approve the First Amendment to Agreement for Engineering Services Between Morrow County and Anderson Perry & Associates, Inc.; effective September 1, 2020. Commissioner Doherty seconded. Unanimous approval.

Commissioner Russell said this should be a lesson learned – in the future, the COLA should be defined for the period of the contract.

Northeast Oregon Water Association Update: POSTPONED

Annual Funding Application through Oregon Department of Veterans Affairs

Linda Skendzel, Veterans Services Officer

Morrow County budgeted to receive \$78,054 from ODVA, but was recently notified the amount will be reduced \$6,187, due to COVID-19. Ms. Skendzel reported there were carry-over funds and the reduction would not significantly impact the budget.

Commissioner Doherty moved to request approval of the application for funds and accept the carry-over funds as shown on the Annual ODVA Application; and authorize Chair Lindsay to sign and submit prior to the deadline of September 15, 2020. Commissioner Russell seconded. Unanimous approval.

Purchase Pre-Authorization Request, Public Works/Parks, Backhoe

Greg Close, Parks General Manager

The backhoe would be purchased using grant funds from the Oregon Parks and Recreation Department, with a 20% match required of the County. Mr. Close said the information was presented during Budget Committee meetings with revenue showing in Grant Revenues, and Expenditures in Capital Outlay.

Commissioner Russell moved to approve the purchase of a Cat 420 Backhoe Loader from Western States Equipment Company, Pendleton, in the amount of \$135,355.74. Commissioner Doherty seconded. Discussion: Commissioner Doherty talked about the unique nature of Parks funds, saying that department is supported by grants and revenue-generating activities at the Parks, and not by the General Fund. He asked Mr. Close if there was an equipment list for the Parks Department, including a rotation schedule. Mr. Close said he updated it last week and sent it to Public Works Director, Matt Scrivner. He went on to cite examples of how older equipment is used and repurposed. Chair Lindsay requested the equipment list be presented as part of the next Parks Department report. Vote: Unanimous approval.

Budget Committee Recruitment Results – Position #3

Kate Knop, Finance Director

Ms. Knop said the County received one letter of interest from a qualified candidate and it was from the person most recently in that position, Jeff Wenholz.

Commissioner Russell moved to appoint Jeff Wenholz to serve on the Morrow County Budget Committee for a three-year term, effective July 1, 2020 to June 30, 2023. Commissioner Doherty seconded. Discussion: The Commissioners talked about the relatively small number of people willing to serve on committees and boards, with the same people often serving on multiple committees. Commissioner Russell said an in-depth knowledge of budget law was not needed for this committee, just common-sense budgeting ability. He encouraged people without high level accounting backgrounds to apply. Vote: Unanimous approval.

Retirement Plan Services Request for Quotes Results

Kate Knop, Finance Director

Ms. Knop explained four proposals were received in response to the Request for Quotes for Retirement Plan Services. All four companies were asked to present their proposals to the Retirement Review Committee and Ms. Knop then outlined the scoring results of the Committee.

Chair Lindsay asked who served on the Review Committee.

Ms. Knop replied Administrator Darrell Green, Commissioner Russell, Human Resources Manager Lindsay Grogan, Finance Management Assistant Ronda Fox and herself.

Chair Lindsay requested the minutes showing the appointment of the team members and later went on to ask for additional time to review the four presentations. She said if the other Commissioners wanted to decide today, she would not vote.

Commissioner Doherty said he was sympathetic to any Commissioner who wanted to err on the side of taking another week and was happy to hold it over for Chair Lindsay to review it further.

Commissioner Russell and Ms. Knop discussed the rationale behind the Review Committee's recommendation of Edward Jones Financial Advisor – Kassandra Williams of Hermiston. Commissioner Russell summed it up by saying Ms. Williams was the committee's unanimous choice.

Commissioner Russell moved to approve Kassandra Williams, Edward Jones Financial Advisor, as the Retirement Plan Service Vendor for the Defined Contribution Plan. Commissioner Doherty said he wanted to second the motion but was reluctant to do so and then vote against it. He said he was more comfortable delaying it and having it come back to an agenda on the consent calendar. Commissioner Russell said the decision by the Board to change to a defined contribution plan from a defined benefit plan was the major part of this decision when compared to choosing the Retirement Plan Services vendor. Ms. Knop discussed some of the reasons Kassandra Williams was cost-effective than the others and said an educated team made this decision, but the requested documents would be provided to Chair Lindsay. Chair Lindsay said she appreciated the work that went into the process but wanted more time to see what the others saw because she didn't choose the team (Review Committee). Motion died for lack of a second.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green explained he was asked to draft a letter to the City of Irrigon regarding a small piece of property it owns that is part of the site for the new building in Irrigon. The County deeded the parcel to the City in 1988 and is now requesting the City deed it back to the County. He asked the Board to approve and sign the letter which will then be presented to the Irrigon City Council.

Commissioner Russell moved to sign and send the letter to the City of Irrigon requesting the transfer of the property the County formerly transferred to the City be transferred back to the County. Commissioner Doherty seconded. Unanimous approval.

Regarding the Guaranteed Maximum Price document, Mr. Green said the amendment reflecting the changes made last week was ready for signature. He said it called out the following:

1. Restore the building footprint to 13,420 square feet (net increase \$49,498)
2. Decrease masonry quantity by 431 sf (net reduction \$9,482)
3. Reduce glazing quantity by 74 sf (net reduction \$3,400)

It was noted Commissioner Russell was given authority last week to sign the amendment. A discussion then took place on forming a team to look into financing options for the new building.

Commissioner Russell moved to assign the Finance Director, Ms. Knop, and the Administrator, Mr. Green, to put together a request for proposals (RFP) for financing of the new Irrigon Government Center Building, specifically including the two financial institutions that do business in Morrow County, as well as other financial institutions that want to submit a proposal through the public RFP notice. Commissioner Doherty seconded. Unanimous approval.

Commissioner Russell said several people submitted ideas for the naming of the new building in Irrigon. He suggested the Board review the submissions later in the month, prior to the October groundbreaking. He clarified the actual groundbreaking will occur late October or early November, but the ceremonial groundbreaking could take place prior to that.

Approve RFP for Advertisement of Sheriff's Station 2 Building

Darrell Green, Administrator

Mr. Green provided an overview of the Bidder's Packet for the Sheriff's Station 2 Building and requested moving forward with posting it to the website and advertising it in the Gazette Times and East Oregonian. Sheriff Ken Matlack and Undersheriff John A. Bowles provided input and responded to questions from the Commissioners. Various discussions ensued.

Commissioner Doherty moved to approve the Bidder's Packet for the procurement of the Sheriff's Station 2 Building with the notable changes discussed, specifically the adjustment of the HVAC system, meaning consider it as not for livability but for functionality for cost savings. Commissioner Russell seconded. Discussion: Commissioner Doherty said the County needs to find the source of the funds for the project and asked if there were Enterprise Zone funds or do funds need to be taken from the vehicle fund and what would that mean. He said he planned to

take a field trip and go through the current building before the lease ends. Vote: Unanimous approval.

Break: 10:39-10:48 a.m.

Morrow County Government Command Center Update

- The Team discussed sending a letter this week to the Governor but decided to wait another week.
- Remote Work Agreements were discussed again but are not currently in effect. The Team will continue to reevaluate as things move forward for those employees with school-age children.
- The Team decided it was the appropriate time to unlock County buildings.
- Commissioner Russell talked about the food processing businesses in the County and the large number of people they employ. He said it seemed like the odds were stacked against the County by the State because of the type of industry here. These are essential industries, he said, and without them people would go hungry. "You can't put off harvest, Mother Nature tells us when it's done," he added.
- Commissioner Doherty agreed with Commissioner Russell. He said if essential processing centers were shut down, folks would go hungry around the State. Our (COVID) numbers would drop to nothing but that isn't doable. It's important for people around the State to recognize that, he concluded.
- Chair Lindsay and Interim Public Health Director, Diane Kilkenny, talked about community-based organizations (CBOs) and Oregon Health Authority's desire to have them in the counties. Ms. Kilkenny said she talked with Umatilla County today and offered them office space 1-2 days/week to bring someone into the wrap around services system. She said she planned to reach out to other entities to offer them the same kind of partnership, all in an effort to offer residents more access to services. Chair Lindsay said while some counties have found CBOs to be in conflict with their efforts, she was confident Ms. Kilkenny did a good job to engage and work with them. Ms. Kilkenny went on to discuss statistics – at the peak, the County averaged 50-60 cases/week; currently at 21-24/week; need to get to 12/week to get kids back to school and have Main Street businesses stay open.

Department Reports – Written

Written reports were reviewed:

- Community Development Department Monthly Report, submitted by Gregg Zody, Director
- Planning Department Monthly Report, submitted by Stephanie Case, Interim Planning Director

Correspondence

- Article from The Oregonian/Oregon Live titled, "Oregon regulators fine two companies \$368,000 for illegally disposing of radioactive oilfield waste at landfill in Arlington." This topic was discussed by the Commissioners when the news broke in February and Commissioner Doherty said the fines validated the concerns he voiced at that time. He

listed some of the emergency preparedness issues that continue to concern him to this day.

- WARN (Worker Adjustment and Retraining Notification) letter to Morrow County from PGE regarding the closure of the Boardman Coal Plant and resulting employee layoffs.
- Memo from the Irrigon-Boardman Emergency Assistance Center listing the services it provides for north Morrow County residents.

Commissioner Reports were provided

Cancelled: Executive Session

Signing of documents

Adjourned: 12:10 p.m.



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

(For BOC Use)
Item #

4c

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 10/7/2020

(No acronyms please)

Amendment to Oregon Health Authority Intergovernmental Agreement
159175-8

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address: 635 Capital Street NE Salem, OR 97301

Effective Dates – From: 03/01/2020

Through: 12/30/2020

Total Contract Amount: \$75,000

Budget Line: 101-199-5-50-5500

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

Reviewed By:

_____	Department Director	Required for all BOC meetings
DATE		
Darrell Green	10/05/2020	Administrator
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

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

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

Amendment #8 to the Intergovernmental Agreement for the financing of Mental Health, Addiction Treatment, Recovery and Problem Gambling Services Agreement #159175, is adding funds to cover activities, supplies and services for the period March 1, 2020 through December 30, 2020 to be used to provide culturally appropriate behavioral health services in response to needs arising from COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services.

Of the \$75,000.00 that will pass through to Community Counseling Services, Morrow County Public Health Department will receive \$25,000.00 to support Contact Tracers, per the attached agreement.

2. FISCAL IMPACT:

\$75,000.00- GL 101-199-3-30-3625 and GL 101-199-5-50-5500 for \$50,000.00. Net to Morrow County is \$25,000.00

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

Motion to approve and have Chair Lindsay sign Amendment, 159175-8

✶ Attach additional background documentation as needed.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**EIGHTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159175**

This Eighth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1, attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit D of the Agreement that describes the effect of an amendment of the financial and service information. The Financial Assistance Award in Attachment 1 is referred to herein as "Grant Funds". Grantee must account for the Grant Funds separately from the other Financial Assistance Award in the Agreement.
2. The parties agree to add to Exhibit E Federal Terms and Conditions the attached terms shown on Attachment 2.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

4. County represents and warrants to OHA that the representations and warranties of County set forth in Exhibit D, Section 2., of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

7. Signatures.

Morrow County
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:
Approved by Steven Marlowe on September 15, 2020; email in Agreement file.

OHA Program:
Approved by Theresa Naegeli on September 16, 2020; email in Agreement file.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: MD173

CONTRACT#: 159175

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

MDJ

EFFECTIVE

SLOT

OPERATING

STARTUP PART

PART

DAAF

CLIENT

SE# FUND CODE CPMS PROVIDER DATES CHANGE/TYPE RATE DOLLARS DOLLARS ABC IV CD BASE CODE SP#

FISCAL YEAR: 2020-2021

BASE

NON-RESIDENTIAL MENT

20	402	MHNRMH	8/1/2020-12/31/2020	C /NA	\$0.00	\$75,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 20						\$75,000.00	\$0.00					
TOTAL FOR 2020-2021						\$75,000.00	\$0.00					
TOTAL FOR MD173 159175						\$75,000.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 08/31/2020

Contract#: 159175
REF#: 009

REASON FOR FAAA (for information only):

Corona Virus Relief funds.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0173 1 A) These funds are for MHS 20 to cover activities, supplies and services for the period March 1, 2020 through December 30, 2020 in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund. Grant Funds in this amendment are to be used to provide culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services. The report located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx> titled "Corona Virus Relief Fund-Culturally Responsive Behavioral Health Services, Community Mental Health Program Report of Activities" shall be submitted to OHA as follows: Period of March 1, 2020 -September 30, 2020 is due by October 1, 2020 and period of October 1, 2020 - December 30, 2020 is due by January 5, 2021. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.

Attachment 2

In response to the public health crisis in Oregon, the Grant provides funding for certain federally eligible expenses under the CARES Act, Coronavirus Relief Fund, that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
2. Were not accounted for in the Agency's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

U.S. Treasury Guidelines and Answers to FAQs

Grantee will expend Grant Funds in accordance with criteria and guidance established by US Treasury: (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>)

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

REPORTING REQUIREMENTS

Financial reports for the 2020 Coronavirus Relief Funds are due quarterly with the first reports for the time period of March 1, 2020 to June 30, 2020 due within 30 days of receipt of the first payment. Subsequent quarterly reports are due by the 1st of the month following the end of the quarter ending September 30, 2020 and the 5th of the month following the end of the quarter December 31, 2020. Grantee shall report the following additional information, as applicable, in their Financial Reports. Amount spent on

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent on medical expenses;
- d. Amount spent on items not listed above.

FEDERAL FUNDS

If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:
21.019

FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Grantee must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Grantee must save, protect and hold harmless OHA from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

AGREEMENT

This agreement is made and entered into as of July 1, 2020 (the "Effective Date"), by and between Community Counseling Solutions ("CCS") with an address at 550 W. Sperry St., Heppner OR 97836, and Morrow County Public Health (MCHD), with an address at 110 N. Court St, Heppner, OR 97836. This Agreement sets forth the understanding of the parties related to the provision of financial assistance offered to MCHD by CCS to assist with contact tracing efforts.

A. MCHD Responsibilities.

1. All contact tracers will be trained in "Question, Persuade and Refer" (QPR).
2. Every person contact for tracing will be asked the two questions from the PHQ-2 (see attached).
3. If the person scores 3 or higher on the PHQ-2, the tracer will utilize skills learned in the QPR training to make a referral to CCS or to a health care professional in the contact's service area.
4. MCHD shall invoice CCS one time upon signing contract and the invoice will not exceed the contract total of \$25,000.
5. MCHD shall collect the data as described in Section I and submit to CCS no later than October 5, 2020 for the August 1, 2020-September 30, 2020 reporting period, and no later than January 5, 2021 for the October 1, 2020 – December 31, 2020 reporting period.

B. CCS Responsibility. CCS shall pay MCHD upon invoice up to \$25,000 to assist with contact tracing efforts.

C. Confidentiality. The privacy and security of any clinical records or peer support services will be protected as required by Oregon or federal confidentiality statutes (such as ORS 181A.835, 42 CFR Part 2 or HIPAA).

D. Compliance with Federal and State Law. The parties acknowledge and understand that they must be able to fulfill their obligations under this Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Agreement. If at any time either party is unable to perform their obligations under this Agreement, the affected party will immediately provide written notice to the other party to establish a date for resolution of the matter.

E. Limitation of Liability. No rights or limitation of rights will arise or be assumed between the parties as a result of the terms of this Agreement.

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

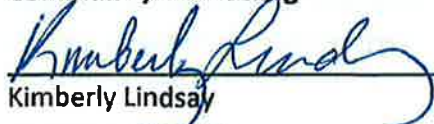
G. Authorization and Execution. The signing of this Agreement does not constitute a formal undertaking, and as such it simply intends that the signatories will strive to reach, to the best of their abilities, the goals and objectives stated in this Agreement.

H. Term. The term of this Agreement will be from July 1, 2020 to December 31, 2020.

I. Data Reporting. MCHD will track and submit the following data to CCS by the dates as stated in Section A:

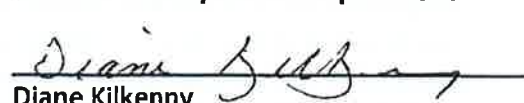
- Total number of individuals served as a result of this service
- Numbers served by ethnicity (to the extent practicable)
 - American Indian/Alaskan Native
 - Asian
 - Black or African American
 - Hispanic or Latino
 - Middle Eastern/Northern African
 - Native Hawaiian or Pacific Islander
 - White
 - Other
 - Unknown
- Numbers served whose primary language was not English
- Number of seniors served
- Services provided due to referral / connection from contact tracing
- Quantify or describe other key outcomes
- Number of contact tracing contacts completed from date of execution of this Agreement
- Number of individuals who agreed to answer PHQ-2 questions
- Number of individuals who scored 3 or higher on the PH-Q 2
- Number of individuals who, at 7 days, indicated they made an appointment with the place/individual they were referred to.

Community Counseling Solutions


Kimberly Lindsay
Executive Director

10-4-2020
Date

Morrow County Health Department


Diane Kilkenny
Health Department Contract Director

9/29/2020
Date



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Katie Imes

Department: The Loop

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext): 541-676-5667

Requested Agenda Date: September 7th 2020

Veterans' Highly Rural Transportation Grant 2020/2021 Agreement

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Department of Veterans Affairs**

Contractor/Entity Address: **700 Summer Street N.E., Salem, OR. 97301**

Effective Dates – From: **September 15, 2020**

Through: **September 14, 2021**

Total Contract Amount: **\$40,500**

Budget Line: **216-320-3-30-3145**

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

Reviewed By:

Gregg Zody

9/23/2020 Department Director

DATE

Required for all BOC meetings

Justin Nelson

9/18/2020 County Counsel

DATE

Required for all BOC meetings

*Required for all legal documents

Kate Knop

9/24/2020 Finance Office

DATE

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

DATE

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

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

Rev: 3/30/20

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Highly Rural Transportation Grant helps to provide Morrow County Veterans with transportation to VA-approved medical appointments or a Community Care provider. The funds are appropriated specifically to Veterans trips as follows:

- Fuel
- Maintenance - Veterans Van Only
- Tires - Veterans Van Only
- Insurance - Veterans Van Only
- Driver Wage
- Coordinator - half of salary

Unfortunately, due to the increase in demand nationally for this grant program, and an overall funding reduction to the program at the federal level, Oregon's portion of the grant funding is being reduced. As a direct result of this reduction, awards to counties are reduced from \$45,000 to \$40,500.

Two funding sources to offset this shortfall are listed below:

- CARES Act Needs Based Grant, contingent upon adoption of The Loop Drug & Alcohol Policy
- STIF Discretionary Grant #33779 - Driver Wage Reimbursement

2. FISCAL IMPACT:

Grant Revenue \$40,500 to fund 216-320-3-30-3145 HTRG-VETS

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

Motion to approve the Highly Rural Veterans Transportation Grant in the amount of \$40,500 for the 2020-2021 agreement and signature by Chair Commissioner, Melissa Lindsay.

☒ Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

September 17, 2020

Katie Imes
P.O. Box 495
Heppner, Or. 97836

RE: Highly Rural Veterans Transportation Grant 2021 Funding

Dear Ms. Imes,

ODVA is grateful for the direct efforts of the county programs utilizing the federal Highly Rural Veterans Transportation Grant (HRVTG) to provide transportation for Oregon's veterans. Even through some of the most challenging times, your services have played a crucial role in linking Oregon's highly rural veterans to much needed U.S. Department of Veteran's Administration (USDVA) authorized health care across the state.

Unfortunately, due to the increase in demand nationally for this grant program, and an overall funding reduction to the program at the federal level, Oregon's portion of the grant funding is being reduced for the period of October 1, 2020, to September 30, 2021. As a direct result of this reduction, awards to counties are reduced from \$45,000 to \$40,500.

Attached is the 2021 county HRVTG grant agreement. For assistance with this process or funding questions, please contact Brenna Bandstra, Statewide Veteran Services at bandstb@odva.state.or.us or (503) 373-2090. We look forward to our continued partnership to serve and honor Oregon veterans.

Sincerely,

Sheronne Blasi
Statewide Veteran Services, Director
Oregon Department of Veterans' Affairs

Enclosures:

2020-21 Transportation of Veterans in Highly Rural Areas Grant Agreement

**STATE OF OREGON
OREGON DEPARTMENT OF VETERANS' AFFAIRS**

2020-21 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County

This Grant Agreement No. 1 (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Department of Veterans' Affairs ("Agency"), and Morrow County, a subgrantee of the Highly Rural Transportation Grant (HRTG).

Recitals

A. Agency received a federal grant award from the U.S. Department of Veterans Affairs ("USDVA"), award number 702-2020-HRTG-003, on September 15, 2020 ("USDVA Grant"), under Section 307 of the Caregivers and Veterans Omnibus Health Services Act of 2010, Pub.L. No. 111-163 (2010); 38 CFR §§17.700-17.730. The purpose of the USDVA Grant award is to provide transportation of veterans in Oregon's highly rural counties.

B. This Grant Agreement sets forth the terms and conditions under which Agency is making a subgrant under the USDVA Grant to Subgrantee.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement Purpose

The general purpose of this Agreement is to establish the terms and conditions pursuant to which Agency is providing a Grant (as defined below) to Subgrantee for the project described in Exhibit A ("Project") under the Transportation of Veterans in Highly Rural Areas program ("Program").

Grant funds are derived from federal sources, are subject to the terms under which they are received and shall be provided by Agency only for reimbursement of allowable costs incurred by Subgrantee within the terms and conditions of this Agreement, specific Program requirements (including any Agency directives), and applicable law.

2. Agreement Documents in Order of Precedence

This Agreement consists of the following documents, which are listed in descending order of precedence. All Exhibits and Attachments are incorporated herein by this reference

- This Agreement less all Exhibits and Attachments
- Exhibit A - Project Description and Project Budget
- Exhibit B – Federal Requirements
- Exhibit C – Proof of Insurance
- Exhibit D - Request for Funds Form
- Exhibit E - Quarterly Reporting Form

3. Consideration; Reporting

a. Agency has agreed to make a conditional award of funds ("Grant") to the Subgrantee in the amount not-to-exceed of **FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00)**. Distributions will be made in increments (but no more frequently than monthly) upon written approval of Agency on a cost incurred basis unless otherwise agreed to in writing by Agency..

b. 100% of the Grant award must be used to provide services or to purchase equipment for providing rides to veterans for VA-approved medical appointments only, unless prior written approval is secured from Agency.

c. Subgrantee shall submit quarterly reports on the form set forth in Exhibit E no later than 25 days after the end of the quarter being reported or the termination date of this Agreement, whichever is applicable.

4. Term of Agreement; Return of Unexpended Grant Funds

a. Unless terminated or extended, this Agreement covers the period **September 15, 2020 through September 14, 2021**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. The expiration or termination of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Subgrantee hereunder.

b. Upon expiration or termination of this Agreement, Subgrantee shall return all unexpended grant fund monies to Agency within 60 days.

5. Scope of Services

The services to be performed or equipment to be purchased are solely for the transportation of county veterans to VA-approved medical appointments, and advertisement/promotion of said program. Subgrantee shall comply with Agency guidelines and requirements in accordance with the terms and conditions of this Agreement.

6. Funding Appropriation

Funds specified in the Consideration section of this Agreement may include moneys that have not yet been appropriated to Agency, but which Agency anticipates receiving for use in funding this Agreement. All disbursements of funds by Agency to Subgrantee are contingent upon them being lawfully appropriated, allocated, and available to Agency.

7. Requests for Funds; Withholding of Grant Funds from Request

a. Requests for Funds. Subgrantee shall request Grant funds on the form set out in Exhibit D or in such form and manner as is satisfactory to or required by Agency. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee shall limit any request for funds to an amount already expended in providing veteran medical transportation.

b. Withholding of Grant Funds from Request

Agency may withhold any and all requested funds from Subgrantee under this Agreement if Agency, in its sole discretion, determines that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subgrantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations, including federal requirements relating to any awarded Grant funds.

8. Distribution of Funds Properly Supported

Subgrantee shall document in a manner satisfactory to Agency all expenditures made with Grant funds received under this Agreement. Expenditure documentation shall be supported by properly executed payroll and time records, contracts, invoices, vouchers, orders, canceled checks or any other appropriate accounting documents pertaining in whole or in part to the Agreement in accordance with the USDVA Grant agreement and generally accepted accounting principles (GAAP), Oregon Administrative Rules, and applicable requirements as specified herein.

Agency reserves the right to and may request full itemization, receipts, and any other information at any time. Agency also may request financial records in order to review costs associated with Subgrantee's performance under this

Agreement, at its discretion.

9. Unallowable Costs

Subgrantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the Program covered by this Agreement. If Subgrantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures for the Program, Agency may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

10. Disallowance of Costs

Agency is not responsible for and shall not pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Agency. If a cost is disallowed by Agency after reimbursement has occurred, Subgrantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Agency, either demonstrate to the satisfaction of Agency that such disallowance is in error or make repayment of such cost from either federal or non-federal funds.

If Subgrantee is a county, such disallowed costs may be recovered by Agency only through repayment or withholding to the extent permitted by the Oregon Constitution, and particularly Article XI, Section 10. If Subgrantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Subgrantee shall cooperate and shall cause its subrecipients to cooperate with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

11. Dual Payment

Subgrantee shall not be compensated for work performed or equipment purchased under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided or equipment purchased under this Agreement. Any additional funds received through or for activities or purchases arising under this Agreement shall immediately be reported to Agency.

12. Compliance with Applicable Law

Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement, including but not limited to those listed in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon Subgrantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein. Subgrantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

13. Indemnity

Subgrantee shall assume sole liability for breach of the conditions of the USDVA Grant and this Grant (including all terms and conditions of this Agreement) by Subgrantee or any of its subrecipients, and hereby covenants and agrees to save, defend (consistent with ORS chapter 180), hold harmless, and indemnify the Agency, the State of Oregon and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to Grant funds provided or to be provided hereunder as well as to reimburse Agency for an amount equal to the Grant funds received by it under this Agreement.

14. Confidentiality

Subgrantee shall, and shall require and cause its subrecipients to, protect the confidentiality of all information concerning recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the Program, as authorized in writing by such recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subgrantee shall, and shall require and cause its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

15. Insurance

Subgrantee will provide proof of insurance coverage. Submit as Exhibit C.

16. Audits

Unless exempt by OMB Circular A-133, Subgrantee will obtain and submit the final fiscal year audit of its performance hereunder to Agency as soon as possible after completion of the fiscal year. Subgrantee will provide the audit to Agency not later than ten (10) days) after such audit is received by the Subgrantee.

Subgrantee shall, and shall require and cause its subrecipients to, submit to Agency satisfactory financial and compliance audits for the periods covered by the grants in accordance with the provisions of OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

Agency may withhold any or all requested funds from Subgrantee if Subgrantee violates this provision, and Agency may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

18. Records Maintenance

Subgrantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

Subgrantee and its subrecipients shall retain all records pertinent to expenditures incurred under this Agreement for a minimum of six (6) years and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Agency's Record Retention Schedule, as may be modified from time to time and is available upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

19. Records Access

Agency, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities shall have free access to all or any part of the books, documents, papers, audits and records of Subgrantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose

of making audit, examination, excerpts, transcripts and copies. These records are the property of Agency who may take possession of them at any time after three (3) business days' notice to Subgrantee or subrecipient, as the case may be. Subgrantee or subrecipient may retain copies of all records taken by Agency under this Section.

In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

20. Monitoring Required

a. Agency Authorized to Monitor Subgrantee

Agency may monitor the activities of Subgrantee and its subrecipients as it deems necessary or appropriate, to, among other things, ensure Subgrantee and its subrecipients comply with the terms of this Agreement, that Grant fund awards are used properly for authorized purposes hereunder, and that performance goals are achieved as specified in the Project Description. Monitoring activities may include any action deemed necessary or appropriate by Agency including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee and subrecipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and Program reports and prior approval documentation; and (5) evaluating and enforcing compliance of Subgrantee, subrecipient(s), and their officers, employees, agents, contractors and other staff. Agency may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. Agency monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Agency and may be effected through contractors, agents or other authorized representatives. Subgrantee consents to such monitoring and enforcement by Agency and agrees to cooperate fully with same, including requiring by agreement that and causing its subrecipients so cooperate.

Agency reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Subgrantee Shall Fully Cooperate

Subgrantee shall fully and timely cooperate with Agency in the performance of any and all monitoring and enforcement activities. Failure by Subgrantee or any of its subrecipients to comply with this requirement is sufficient cause for Agency to require special conditions and may be deemed by Agency as a failure by the Subgrantee to perform its obligations under this Agreement.

21. Termination

a. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.

b. Agency may immediately terminate this Agreement in whole or in part upon written notice to the Subgrantee for any of the following reasons:

- (A) Any material misrepresentation is made by Subgrantee, whether directly by Subgrantee or through one or more of its agents, subrecipients, subcontractors, successors or assigns, as determined by Agency in its sole discretion;
- (B) Any certification, license or certificate required by law to be held by Subgrantee or others to performance under this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

- (C) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that Agency is prohibited from paying for or lacks authority to pay for the Project under this Agreement or to pay for the Project from the planned funding source(s); or
- (D) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated.

c. Agency may, upon 30 days written notice, terminate this Agreement in whole or in part upon the occurrence of any event of default, as determined by Agency in its sole discretion, including but not limited to the following:

- (A) An act or omission by Subgrantee, its subrecipients, agents, representatives, contractors, or assigns by which Subgrantee, as determined by Agency at its sole discretion, fails to timely and appropriately perform one or more material obligation, or otherwise breaches a duty, owed to Agency under this Agreement;
 - (B) Malfeasance, gross negligence, or abandonment of performance hereunder by Subgrantee, whether directly by Subgrantee or through one or more of its agents, subrecipients, subcontractors, successors or assigns Subgrantee fails to fulfill timely any of its obligations under this Agreement;
 - (C) Subgrantee fails to comply timely with directives received from Agency or from an agency that is the original source of the Grant funds;
 - (D) Funds provided under this Agreement are used improperly or illegally by Subgrantee or any of its subrecipients;
 - (E) Subgrantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or all or substantially all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy; or
 - (F) Subgrantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- d. Subgrantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;
- (A) Agency unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.
 - (B) Agency provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.

22. Remedies

a. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Agency may, in its sole and absolute discretion, require that Subgrantee obtain prior Agency approval for any additional expenditures that would obligate Agency to reimburse it from Grant funds or otherwise.

b. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, Program reports, studies and reports purchased or prepared by Subgrantee under this Agreement shall be delivered to Agency within sixty (60) days of the date of termination or upon such date as requested by Agency.

c. Notwithstanding the above, or any termination hereunder, neither Subgrantee nor Agency shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Termination of this Agreement shall not impair or invalidate any remedy available to Agency or to Subgrantee hereunder, at law, or otherwise. Agency may withhold any reimbursement to Subgrantee in the amount of compensation for damages due Agency from Subgrantee (as estimated by Agency in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

d. Agency may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding or reducing Grant funds; (c) disallowing costs; (d) suspending or recouping payments; (e) appointing a receiver for the receipt and administration of Grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subgrantee's eligibility for other funding from Agency; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit or sanction by other governmental bodies.

e. The rights and remedies of Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise.

23. Subgrantee Status

a. Subgrantee shall perform under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to its performance under this Agreement.

b. Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee or Subgrantee's agents, employees, officers or subcontractors is the sole responsibility of Subgrantee.

c. Subgrantee certifies that it is not employed by or contracting with the federal government for the Project covered by this Agreement.

d. Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors or employees:

- (A) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (B) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (C) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii); and
- (D) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

24. Oregon False Claims Act

a. Subgrantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Subgrantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Subgrantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to

other liabilities that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Subgrantee.

b. Without limiting the generality of the foregoing, Subgrantee represents and warrants that:

- (A) Subgrantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
- (B) None of Subgrantee's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.

c. For purposes of this Section 24., a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

d. Subgrantee shall immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.

e. Subgrantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or Agency under any other provision of law, or this Agreement.

25. No Third-Party Beneficiaries

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

26. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile or email, or mailing the same, postage prepaid, to Subgrantee or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

27. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Agency or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Agency by its counsel.

28. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

(c) Notwithstanding Section 28(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

29. Time is of the essence

Time is of the essence in the performance of all under this Agreement.

30. No Limitations on Actions of Agency in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of Agency in the exercise of its governmental powers. The exercise of its governmental powers by Agency shall not constitute a breach of this Agreement.

31. Severability

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

32. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

33. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

34. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

35. Execution and Counterparts

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

36. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

F. Subgrantee further certifies to having a formal statement of nondiscrimination in employment policy.

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Subgrantee (print Subgrantee's name): The Loop, Morrow County Transportation

By: _____
Authorized Signature

Name (print): Melissa Lindsay

Title: Chair Commissioner Date: _____

Subgrantee Address: PO Box 495, Heppner, OR 97836

Hours of Operation: 8:00 – 5:00, M-F

DUNS #: Secretary of State Business Registry #: _____

Contact Person (Type or Print): Katie Imes

Contact Telephone Number: 541-676-5667 Contact Fax Number: 541-676-5619

Contact E-Mail Address: kimes@co.morrow.or.us

Fiscal Contact Name: Kate Knop Title: Finance Director

Fiscal Telephone Number: 541-676-5615

Fiscal E-Mail Address: kknop@co.morrow.or.us

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF VETERANS' AFFAIRS

By: _____
Authorized Signature

Sheronne Blasi

Director, Statewide Veteran Services
700 Summer Street NE, Salem OR 97301

Date: _____

Contact Person

Brenna Bandstra
700 Summer Street NE, Salem, OR 97301
bandstb@odva.state.or.us
phone 503-373-2090
fax 503-373-2393

EXHIBIT A

PROJECT DESCRIPTION AND PROJECT BUDGET

MORROW COUNTY GRANT for TRANSPORTATION in HIGHLY RURAL AREAS

Morrow County veteran population is estimated at 837. Veterans in Morrow County live in an area of 2,049 square miles in Eastern Oregon and do not have a comprehensive medical transportation system to meet their diverse medical needs.

This Grant is a continuation of Grant 2014-HRTG-0114 begun in 2014, and renewed each subsequent year. The Loop/Morrow County Transportation will continue the program developed for transporting veterans to VA-approved medical appointments—either at a VA facility or at a Community Care provider sanctioned by the Mission Act. \$40,500 will be available to reimburse costs expended for personnel and supplies in the operation of the specific grant program only.

Performance measures to be reported quarterly:

1. Record of time expended
2. Trips completed
3. Total distance covered
4. Unique veterans served during that quarter
5. Locations serviced

Copies of trip sheets or other proof of service provided will be faxed or delivered on a regular basis (no less than monthly) to the transportation coordinators (Veterans Transportation Service Mobility Managers or Patient Transportation or Beneficiary Travel Office) in applicable VA Medical Centers.

All performance data will be gathered and submitted to the Oregon Department of Veterans' Affairs by The Loop/Morrow County Transportation. ODVA will gather data from all counties participating and submit total figures to the United States Department of Veterans Affairs, Grantor.

Veterans will be strongly encouraged to participate in the satisfaction survey provided by VA.

EXHIBIT B
FEDERAL REQUIREMENTS

1. Lobbying.

a) Lobbying. Subgrantee may not conduct political lobbying, as defined in the statutes, regulations and OMB Circular A-122 (2 CFR Part 230) and Circular A-110 (2 CFR Part 215), within its federally-supported Project. In addition, Subgrantee may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to 18 USC § 1913 (Lobbying with appropriated moneys) and the OMB Circulars listed above.

Section 319 of Public Law 101-121, codified at 31 U.S.C. Sec. 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in Subgrantee's Project Budget, and their use must be disclosed to the awarding Federal agency (i.e., USDVA). Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from the definition of lobbying certain professional and technical services by applicants and awardees.

The applicable regulations are published as 38 CFR Part 45, and can be found at www.ecfr.gov.

b) Certification Regarding Lobbying. Subgrantee certifies, to the best of its knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally-funded Agreement, Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Execution of this Agreement constitutes certification by Subgrantee as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

2. Nondiscrimination Policies. Recipient must execute its Project in accordance with the following laws, where applicable.

a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d *et seq.* (1994), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency..

b) Executive Order 11246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations as set forth in 41 CFR §60-1.4 (Equal Employment Opportunity Duties of Government Contractors), 41 CFR §60-250.4 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era) and 41 CFR §60-741.4 (Inclusion of Affirmative Action Clause in Government Contracts or Subcontracts), which equal opportunity clauses are hereby incorporated by reference. Subgrantee certifies that it has a valid Assurance of Compliance on file.

c) Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 and §1684 et seq., which provides that no person in the United States shall, on the basis of sex or blindness, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any education program or activity receiving Federal financial assistance.

d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 (1994), which provides that no otherwise qualified individual with a disability in the United States, Shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance.

e) The Age Discrimination Act of 1975, 42 U.S.C. §6101 et seq., which provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance.

f) The Americans with Disabilities Act of 1990, 42 U.S.C. §§12101-12213 (ADA), which prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III).

3. **Vietnam Era Veterans' Readjustment Act of 1974.** (For subagreements of \$10,000 or more for the furnishing of supplies or services or the use of real or personal property) Subgrantee certifies that it is in compliance with the Vietnam Era Veterans' Readjustment Act of 1974.

4. **Davis Bacon Act.** If applicable, Subgrantee shall comply with the Davis-Bacon Act, as amended, 40 U.S.C. §276a to a-7.

5. **Contract Work Hours and Safety Standards Act.** If applicable, Subgrantee shall comply with Sections 102 and 107 of the Contract Work Hours Safety Standards Act, 40 U.S.C. §§327-333 (1994), as supplemented by the Department of Labor regulations (29 CFR Part 5).

6. **The Drug Free Workplace Act,** 41 U.S.C. §8102 *et seq.* (see also 45 CFR Part 1155), requires Subgrantee to publish a statement about its drug-free workplace program. Subgrantee must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

Subgrantee must maintain on file the place(s) where work is being performed under this Grant award (i.e., street address, city, state and zip code). Subgrantee must notify ODVA's Program Office of any employee convicted of a violation of a criminal drug statute that occurs in the workplace.

7. **Anti-Kickback Act.** If applicable, Subgrantee shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. §874, as supplemented by Department of Labor regulations, 29 CFR Part 3.

8. **Trafficking in Persons.** This government-wide award term implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104 et seq.), located at 2 CFR Part 175. Full text of the award term is provided at 2 CFR Part 175.15.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to

terminate the award, without penalty, if the recipient or a sub-recipients –

- a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procures a commercial sex act during the period of time that the award is in effect; or
- c) Uses forced labor in the performance of the award or sub-awards under the award.

9. Clean Air Act and Federal Water Pollution Control Act. Subgrantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq., and the federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

10. Audits of States, Local Governments and Non-Profit Organizations. Subgrantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled “Governmental Accounting, Auditing and Financial Reporting (GAAPFR).” In addition, Subgrantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient’s performance. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997).

Subgrantee certifies that it complies with the audit requirements of the Section. If not previously provided, Subgrantee agrees to provide, within thirty (30) days of signing this Agreement, a copy of its latest compliance audit report along with a corrective action plan, if appropriate, to the ODVA.

ODVA may require Subgrantee to provide a Program-specific or financial audit by providing written notice to Subgrantee. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits shall be performed by a qualified, independent accounting firm and shall be submitted to ODVA within the earlier of: nine (9) months after the close of Subgrantee’s fiscal year (if applicable), six months of the close of the period being audited, or 30 days after completion of the audit. It shall include any response Subgrantee wishes to make concerning any audit findings. Audits shall be submitted to: Brenna Bandstra, contact information above.

Subgrantee shall pay all costs for audits and ODVA shall not be responsible for audit costs. Grant funds may only be used to pay for audit costs if: (1) the cost is allowable under the appropriate federal, state or other grant law or guidelines, and (2) the cost is specifically included in the grant budget and narrative justification, and (3) the cost is approved in writing by ODVA.

11. Debarment and Suspension. Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Subgrantee must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180.

12. Federal Debt Status. Subgrantee certifies that it is not delinquent on the repayment of any Federal debt. Subgrantee may not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefits that were overpaid (OMB Circular A-129). Subgrantee must notify ODVA immediately if it becomes delinquent during the term of the Agreement. ODVA cannot release award funds to Subgrantee until Subgrantee provides documentation showing a repayment plan has been accepted by the Internal Revenue Service and payments have been made.

13. Site Visits

ODVA and USDVA, through authorized representatives, have the right, at all reasonable times, to make site visits to review Project accomplishments and to provide such technical assistance as may be required. If any site visit is made by ODVA or USDVA on the premises of the Subgrantee, a sub-recipient, or subcontractor, the Subgrantee shall provide, and shall require its sub-recipients and subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly interfere with or delay the work.

14. Environmental and Preservation Policies


a) The National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), which applies to any Federal funds that would support an activity that may have environmental implications. ODVA may ask Subgrantee to respond to specific questions or provide additional information in accordance with NEPA. If there are environmental implications, ODVA will determine whether a categorical exclusion may apply, to undertake an environmental assessment or to issue a “finding of no significant impact,” pursuant to applicable regulations and 42 U.S.C. §4332.

b) The National Historic Preservation Act of 1966, as amended (“NHPA”), which applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106 of NHPA. NHPA also applies to Project activities, such as new construction, that would affect such properties. ODVA will consult with its Historic Preservation Officer, as appropriate, to determine the impact of its plan or renovation on the structure or any affected properties. Any change in Subrecipient’s design, renovation, or construction plans must be submitted to ODVA for review and approval prior to undertaking any of the proposed changes. Subrecipient may be asked to provide additional information on its Project to ensure compliance with NHPA. (16 U.S.C. §§470, 470-1).

EXHIBIT C

PROOF OF INSURANCE

CERTIFICATE OF COVERAGE

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

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

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability	A	20LMORC	7/1/2020	7/1/2021	General Aggregate:	\$15,000,000
X	Commercial General Liability					Each Occurrence:	\$5,000,000
X	Public Officials Liability						
X	Employment Practices						
X	Occurrence						
X	Auto Liability	A	20LMORC	7/1/2020	7/1/2021	General Aggregate:	None
X	Scheduled Autos					Each Occurrence:	\$5,000,000
X	Hired Autos						
X	Non-Owned Autos						
X	Auto Physical Damage	A / C	20APDMORC	7/1/2020	7/1/2021		
X	Scheduled Autos						
X	Hired Autos						
X	Non-Owned Autos						
X	Property	A / C	20PMORC	7/1/2020	7/1/2021		Per Filed Values
X	Boiler and Machinery	D	20BMORC	7/1/2020	7/1/2021		Per Filed Values
	Excess Liability						
	Excess Crime						
	Excess Earthquake						
	Excess Flood						
	Excess Cyber Liability						
	Difference in Conditions						
	Workers' Compensation						

Description:

Certificate Holder:

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

By:

Date:

EXHIBIT D

FUNDS REQUEST FOR HIGHLY RURAL TRANSPORTATION GRANT

Instructions: Please complete the following form quarterly and at the conclusion of the grant, and submit electronically to the Oregon Department of Veterans' Affairs, Statewide Veteran Services, attn: Brenna Bandstra (bandstb@ODVA.state.or.us). Please be sure to indicate the time frame for which the form is being submitted. Please include financial records in order to review costs associated with performance/activities in the indicated time frame.

Date:

Time Frame:

COUNTY

- | | |
|----------------------------------|----------------------------------|
| <input type="checkbox"/> Baker | <input type="checkbox"/> Malheur |
| <input type="checkbox"/> Gilliam | <input type="checkbox"/> Morrow |
| <input type="checkbox"/> Grant | <input type="checkbox"/> Sherman |
| <input type="checkbox"/> Harney | <input type="checkbox"/> Wallowa |
| <input type="checkbox"/> Lake | <input type="checkbox"/> Wheeler |

Name of Authorized Requester:

Total Grant Amount	\$40,500.00
Total Previous Withdrawals	\$
Available Balance:	\$
Verified by ODVA (initial)	

FUND REIMBURSEMENT REQUESTED	
Personnel Costs Expended:	\$
Supply Costs Expended:	\$
Total Reimbursement Request:	\$

Approved By ODVA (<i>signature</i>)	Requestor (<i>Signature</i>)
Date	Date

Remaining Balance: Verified by ODVA (initial)	\$
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EXHIBIT E

Report of Performance Measures for Grant for Transportation in Highly Rural Areas

Instructions: Please complete the following form quarterly and at the conclusion of the grant, and submit electronically to the Oregon Department of Veterans' Affairs, Statewide Veteran Services, attn: Brenna Bandstra (bandstb@ODVA.state.or.us). Please be sure to indicate the time frame for which the form is being submitted. Progress reports are due within 25 days after the end of the submitting periods, which are December 31, March 31, June 30, and September 14. Tracking and reporting these Performance Measures is a requirement of the grant.

County	Time Frame Covered:
<input type="checkbox"/> Baker	<input type="checkbox"/> September 15 – December 31, 2020
<input type="checkbox"/> Gilliam	<input type="checkbox"/> January 1 – March 31, 2021
<input type="checkbox"/> Grant	<input type="checkbox"/> April 1 – June 30, 2021
<input type="checkbox"/> Harney	<input type="checkbox"/> July 1 – September 14, 2021
<input type="checkbox"/> Lake	
<input type="checkbox"/> Malheur	
<input type="checkbox"/> Morrow	
<input type="checkbox"/> Sherman	
<input type="checkbox"/> Wallowa	
<input type="checkbox"/> Wheeler	

Performance Measure (All data is for reporting period only)	County Response
Total time spent picking up veterans and dropping off at destination.	
Number of trips completed.	
Total distance driven.	
Number of unique veterans served.	
Locations of pick up and drop off (e.g., VAMC, home, CBOC, etc.) REMINDER: all trips must be for VA-approved medical care.	
Veteran Customer Satisfaction Number: 1-855-488-8445	Please actively encourage all veterans using your program to call the number.

Name of Person Authorized to Submit Data: _____

Title of Person Authorized to Submit Data: _____

Signature: _____

Date: _____



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)

Item #

4e

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

Presenter at BOC:

Department: Morrow County Health Department

Short Title of Agenda Item:

(No acronyms please)

TriWest Healthcare Alliance Professional Services Agreement

Phone Number (Ext): 5211

Requested Agenda Date: 10/07/2020

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: TriWest Healthcare Alliance

Contractor/Entity Address: 635 Capitol St NE, Room 350, Salem, OR 97301

Effective Dates – From: Commence on effective day

Through: Initial two year term

Total Contract Amount: fee for service

Budget Line:

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

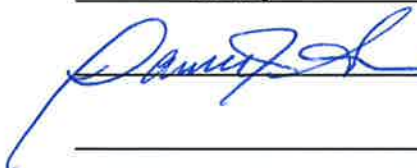
Reviewed By:

Diane Kilkenny

09/29/2020 Department Director

Required for all BOC meetings

DATE

 Administrator

DATE

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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

Rev: 3/30/20

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is a professional service agreement between Morrow County Health Department and TriWest Healthcare Alliance.

Network Subcontractor has a relationship with Blue Cross and Blue Shield Association basically permitting Network Subcontractor to use the Blue Cross and Blue Shield service marks in the State of Oregon, and that Network Subcontractor is not contracting as the agent of the Association.

2. FISCAL IMPACT:

This is give us the ability to be reimbursed for the Flu Shots we give to our Veterans, and any other vaccines that Medicare covers, at the Medicare rate. If the immunizations are not covered by Medicare they will reimburse us at the VA Fee Schedule or Billed Charges with a 25% discount off Provider's billed charges.

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

Move to approve the Professional Services Agreement with TriWest and authorize Chair Lindsay to sign on behalf of the County.

☒ Attach additional background documentation as needed.



SEP 28 2020

September 21, 2020

Dear Provider,

My name is Frank Maguire, M.D., and I am the Chief Network Officer at TriWest Healthcare Alliance. Our team at TriWest has been honored to serve the health care needs of our nation's Veteran and military community for the past 20 years. TriWest is privileged to continue this special work in your area, since we have been awarded the follow-on contract for Department of Veterans Affairs (VA) community care known as Community Care Network (CCN).

As a Navy Veteran and physician, I'm writing today because your skill, expertise and devotion have never been more needed. We are asking you to join us in caring for our nation's Veterans alongside VA. Simply sign the enclosed contract and return it to us.

More about TriWest and VA Care

I've been with TriWest since the company's original work in TRICARE at the side of the Department of Defense and have remained passionate about ensuring our nation's Veterans have the timely, quality health care they deserve. TriWest was founded in 1996 and has been on a mission to take care of our nation's heroes since inception. We will build upon that legacy and continue to meet the needs of Veterans with the partnership of dedicated providers like you.

Starting in 2013, VA contracted TriWest to help improve Veteran care across the country in response to the VA access to care crisis that surfaced years ago. TriWest administers the VA programs by building a network of community providers to assist VA when services are not available or timely within the VA's treatment facilities, sending authorizations, assisting with care coordination when needed, and paying claims.

Here are some additional facts you should know about TriWest:

- On average, over the past 12 months claims payment accuracy was above 96 percent.
- Veterans have been scheduled for 7.2 million initial Veteran appointments for care in the community.
- TriWest now receives more than 350,000 requests for Veteran care in the community per month.
- TriWest's network consists of 678,000 individual providers and over 1.3 million access points.
- TriWest handles approximately 850,000 calls per month.

I feel privileged to work with the caring, dedicated team of individuals at TriWest who assist our nation's Veterans. We are proud of the work we do together each and every day to serve those who have sacrificed so much for our country.

Will you join us?

The enclosed contract defines your contractual terms and reimbursement rates for CCN. To join our mission to care for Veterans, simply return the signed contract to us via email at providercontracting@triwest.com or by physical mail by using the self-addressed envelope enclosed.

PROFESSIONAL SERVICES AGREEMENT

PARTIES

Regence BlueCross BlueShield of Oregon, an Oregon not-for-profit corporation, ("Network Subcontractor"), and COUNTY OF MORROW, on behalf of itself and the hospital, ancillary providers, and individual providers to be credentialed under this Agreement hereto (collectively "Provider"). Network Subcontractor and Provider are referred to individually herein as a Party and collectively as the Parties.

EFFECTIVE DATE

This Agreement (the "Agreement") shall be effective on the date last signed on the signature page (the "Effective Date").

RECITALS

- A. Network Subcontractor has subcontracted with TriWest Healthcare Alliance Corp. ("TriWest") to establish a provider network for TriWest in conjunction with TriWest-administered health care programs.
- B. Provider is a duly licensed and/or certified, and in good standing with, the state in which they operate, and desires to participate in Network Subcontractor's network for TriWest-administered health care programs.

Therefore, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

Authorization, Preauthorization or Prior Authorization – Approval for requested services, procedures or admission that is required to be obtained prior to services being rendered.

Beneficiary – Any person eligible to receive Covered Services under the rules, regulations, policies and instructions of an applicable health care Program.

Clean Claim – A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.

Copayments - Deductibles, copayments and/or cost sharing amounts payable by a Beneficiary pursuant to the rules, regulations, policies and instructions of an applicable health care Program.

Covered Services - Services, items and supplies for which benefits are available in accordance with the rules, regulations, policies and instructions of an applicable health care Program.

Electronic Data Interchange (EDI) - The transfer of claims data in a standard electronic format.

Medically Necessary (Medical Necessity) - The appropriate and necessary treatment of the patient's condition, illness or injury emphasizing accepted standards of medical practice and applicable policy over cost or resource considerations.

Network Provider (Provider) - A provider who has contracted to render Covered Services under an applicable health care Program and any professional provider employed by the

contracting provider or billing for services under the contracting provider's Tax Identification Number (TIN).

Program - Any health care program administered by TriWest that is made part of this Agreement through the methods described in Section V of this Agreement.

Provider Handbook - A Program-specific set of comprehensive written guidelines, instructions, rules, policies and procedures as established and published by TriWest for participating Providers, as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Reimbursement Rates - The rates set forth in Exhibit(s) applicable to a TriWest-administered health care program, which shall not exceed the amount payable by the health care program.

TriWest - TriWest Healthcare Alliance Corp. and, as applicable, its subcontractors.

II. TERM; TERMINATION

- A. Term - This Agreement shall commence upon the Effective Date and continue for an initial two year term. Thereafter, both Parties agree that the term of this Agreement shall automatically be extended for one-year periods unless terminated by either Party as permitted by this Agreement.
- B. Individual Provider Term - This Agreement shall become effective as to an Individual Provider's participation in the Program upon Individual Provider being fully credentialed by TriWest, but no sooner than the Effective Date.
- C. Termination without Cause - Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other Party. Participation of any individual Provider credentialed under this Agreement shall be automatically terminated on the date of disaffiliation of the individual Provider from Provider. Provider shall give TriWest at least ninety (90) days' prior written notice of the individual Provider's disaffiliation with Provider. An individual Provider terminating its participation shall not terminate this Agreement for the remaining Providers credentialed under this Agreement.
- D. Immediate Termination - Network Subcontractor shall have the right to immediately terminate this Agreement or a Provider's participation in a TriWest-administered Program upon written notice to Provider upon the occurrence of any of the events listed in the applicable Provider Handbook, including but not limited to loss of state or federal license, substandard liability insurance, non-compliance/falsification on credentialing application, or Provider is arrested on felony charges. Termination of an individual Provider pursuant to this Section II.D. will not terminate this Agreement for the remaining Providers credentialed under this Agreement.
- E. Material Breach - Either Party may terminate this Agreement for any material breach of this Agreement by the other Party, but only if that breach is not cured within thirty (30) days after written notice to the breaching Party.
- F. After termination of this Agreement, Provider shall notify any Beneficiaries that Provider is no longer a Network Provider and Provider shall cooperate with TriWest to ensure a smooth transition for Beneficiaries from Provider to another Network Provider.
- G. Services Upon Termination - Upon termination of this Agreement, Provider shall continue to provide Covered Services for specific conditions for which a Beneficiary was

under a Provider's care at the time of such termination so long as the Beneficiary retains eligibility, until the earlier of (1) completion of such services or (2) the assumption of such treatment by another Provider. Compensation for continued services authorized by TriWest shall be reimbursed at the amount allowed by the applicable health care Program's policy and Federal law.

III. PROVIDER'S RESPONSIBILITIES

- A. Provider agrees to treat Beneficiaries according to the terms and conditions of this Agreement and the terms and conditions set forth in the applicable Provider Handbook, as amended from time to time, and in accordance with all applicable laws, rules and regulations pertaining to the applicable program. Provider shall accept the terms of reimbursement and Reimbursement Rates set forth in the applicable exhibit as payment in full for Covered Services. This paragraph shall survive the termination of this Agreement.
- B. Provider agrees to be bound by, and comply with, the Provider Handbook applicable to each Program under which Provider provides Covered Services to a Beneficiary. The Provider Handbook can be found on the TriWest Provider Portal. The Provider Handbook may be amended from time to time by TriWest, provided that TriWest or Network Subcontractor will provide electronic or written notice to Provider of any material changes to a Provider Handbook no fewer than thirty (30) days prior to the effective date of any change. Such notice may be provided through a posting by TriWest or its designee on the TriWest Provider Portal or by any other method reasonably calculated to make the Provider aware of the amendment.
- C. Provider shall collect applicable Copayments from Beneficiaries. Provider may not bill Beneficiaries for any service that is not a Covered Service or disallowed. Except for applicable Copayments, Provider agrees that in no event (including, but not limited to, nonpayment, or breach of this Agreement by TriWest or Network Subcontractor, or TriWest's or Network Subcontractor's insolvency) shall Provider bill or collect for Covered Services from a Beneficiary. This provision shall survive termination of this Agreement. Provider shall not require payment from a Beneficiary for any excluded or excludable service and/or non-Covered Service that the Beneficiary received unless the Beneficiary has been properly informed that the services are excludable and/or not Covered Services and has agreed in advance of receiving the services, in writing, to pay for such services. The writing must be specific as to the details of the excluded or non-Covered Service. General agreements to pay, such as those signed by the Beneficiary at the time of service, are not sufficient to establish that the Beneficiary knew specific services were excluded or excludable or that the Beneficiary agreed to pay. This provision shall survive termination of this Agreement.
- D. All claims shall be submitted electronically pursuant to the claims submission rules and procedures found in the applicable Provider Handbook.
- E. Provider shall comply with all applicable federal, state and local laws, including but not limited to, confidentiality and security of Beneficiary medical records, Health Insurance Portability and Accountability Act (HIPAA), Americans with Disabilities Act, discrimination, and handicap accessibility. Furthermore, Provider warrants and certifies that Provider is in compliance with all federal, state and local laws applicable to Provider's business of providing health care services. Provider shall also comply with all regulations, rules, policies and procedures of the applicable Program, including any

materials published by the applicable health care Program and/or TriWest, including but not limited to the applicable Provider Handbook.

- F. Provider must comply with all credentialing requirements of the applicable Program, which are located in the applicable Provider Handbook.
- G. Immediately upon learning of any actions, policies, determinations or internal or external developments that may have a direct impact on any Provider's ability to perform its obligations under this Agreement, Provider shall notify TriWest in writing pursuant to the provisions set forth in the applicable Provider Handbook.
- H. Provider agrees that TriWest and its designee, including without limitation, Network Subcontractor, shall have access, upon demand and at reasonable times, to the books, records and papers of Provider relating to the health care services provided to Beneficiaries under an applicable Program, to the costs thereof, and to Copayments received by Provider from Beneficiaries for Covered Services. TriWest and its designee shall have the right to inspect, at reasonable times, Provider's facilities upon five (5) days' prior notice to Provider. Provider will provide adequate space to TriWest and its designee for the conduct of on-site inspections and reviews and shall cooperate in the conduct of such on-site inspections and reviews. Provider will photocopy and deliver to TriWest or its designee all information required for off-site review by TriWest of Provider's performance under this Agreement within thirty (30) days of a request by TriWest. This section shall survive termination of this Agreement.
- I. Provider shall maintain applicable licensure, Medicare certification, and be able to provide evidence of full accreditation by The Joint Commission or other accreditation organization approved by TriWest. Provider shall be responsible for ensuring its directly employed or contracted professional maintain applicable state license(s) that are free of any sanctions or restrictions.
- J. If Provider enters into any subcontracts with any subcontractors whereby such subcontractor assumes any of Provider's duties, responsibilities, or other obligations under this Agreement, Provider assumes full responsibility for credentialing, licensure, and professional liability insurance of said subcontractor and shall ensure that any such subcontracts require subcontractors to comply with the terms and conditions of this Agreement.

IV. PAYMENT TO PROVIDER

- A. TriWest will make best efforts to process Clean Claims within thirty (30) days of receipt and will make payment directly to Provider for Covered Services rendered by Provider to Beneficiaries in accordance with the terms of the Reimbursement Exhibit. Provider understands and agrees that neither Network Subcontractor nor TriWest is the insurer, guarantor or underwriter of the payment of benefits to Provider for the Programs, and agrees that Network Subcontractor shall not be responsible for payment of any claims submitted by Provider for Covered Services to Beneficiaries.
- B. All services must be authorized, Medically Necessary and provided at an appropriate level of care. Provider must comply with applicable TriWest utilization review/payment management programs and procedures. TriWest may utilize a standard industry code review system in adjudicating claims and determining appropriate levels of coding.

- C. Provider understands and agrees that there may be payment adjustments, including retroactive adjustments, through the remittance or return of underpayments, overpayments, recoupments and adjustments for retroactive terminations or denials of coverage and claims payment determinations.

V. PARTICIPATION IN TRIWEST PROGRAMS

- A. Provider agrees to participate in all Programs that TriWest currently administers and in the future will administer. This Agreement will apply to Provider's participation in, and provision of Covered Services to a Beneficiary under, all such Programs. Provider further agrees that Provider's participation is governed by the Terms and Conditions applicable to each Program, which will be delivered at signing or at the time a Program is later added to this Agreement pursuant to Section V, paragraph C of this Agreement, and by the Provider Handbook for that program.
- B. Provider's participation in Programs currently administered by TriWest shall be effective upon the Effective Date set forth above.
- C. Additional Programs may be added to this Agreement upon at least thirty (30) days' prior written notice to Provider. Provider's participation in each additional Program will become effective upon the effective date set forth in the written notice provided to Provider unless Provider gives written notice to Network Subcontractor of Provider's rejection of the new Program prior to the effective date.

VI. GENERAL PROVISIONS

A. Modifications

Any modification of this Agreement, including any of its Addenda, proposed by Network Subcontractor shall be effective thirty (30) days after Network Subcontractor has given written notice to Provider of the modification and Provider has not notified Network Subcontractor in writing of Provider's rejection of the requested modification within that timeframe.

Modifications that are required because of legislative, regulatory or legal requirements, including without limitation any and all changes made to reimbursement or policies under a government program do not require the consent of Provider and will be effective immediately on the effective date thereof.

B. Applicable Law; Jurisdiction; Venue

This Agreement is governed by the laws in the State in which the Provider is located and applicable federal law. In the event of a conflict between State and federal law, federal law shall control.

C. Assignment

Except as permitted in this Agreement, neither Party may assign or transfer any right, benefit, obligation or duty under the terms of this Agreement to any third party without the prior written consent of the other Party and TriWest as the third party beneficiary,

except that Network Subcontractor may assign all or any part of this Agreement or any responsibilities hereunder to TriWest.

D. Network Subcontractor's Relationship to The Blue Cross and Blue Shield Association

Provider expressly acknowledges and understands that this Agreement constitutes an agreement between Provider and Network Subcontractor, that Network Subcontractor is an independent corporation operating under a license from the Blue Cross and Blue Shield Association (the "Association"), an association of independent Blue Cross and Blue Shield plans, permitting Network Subcontractor to use the Blue Cross and Blue Shield service marks in the State of Oregon, and that Network Subcontractor is not contracting as the agent of the Association.

Provider further acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person, entity or organization other than Network Subcontractor and that no person, entity or organization other than Network Subcontractor shall be held accountable or liable to Provider for any of Network Subcontractor's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Network Subcontractor other than those obligations created under other provisions of this Agreement.

E. Dispute Resolution

1. In the event of any dispute arising under this Agreement, including without limitation if Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination:

- a. submit a written request for review to TriWest; and
- b. include in the written request the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to it, TriWest will review its prior determination. Provider will be notified in writing of TriWest's decision and the reasons for the determination within sixty (60) days of TriWest's receipt of the request for review.

If Provider still believes that TriWest's determination is incorrect and/or has information that was not previously available for review when submitted to TriWest, Provider shall direct a second request for review in writing to TriWest within sixty (60) days of receipt of the prior determination.

If Provider fails to submit any request for review within the timeframes set forth above, Provider shall be deemed to have waived its right to any remedies and to pursue the matter further. Without limiting the foregoing, in such instance, Provider may neither initiate a demand for arbitration pursuant to Section V.I.E.3 of this Agreement nor pursue additional payment from the Beneficiary.

2. In the event that a dispute is not or cannot be resolved through the review process described above, each Party shall designate a member of its senior management to meet in an attempt to resolve the dispute.

3. The Parties agree that any disputes that cannot be resolved by the review process and senior management meeting shall be settled by final and binding arbitration. Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. There will be a single arbitrator who shall be a retired federal judge. The arbitration decision shall be binding on both parties and shall be confidential. The arbitrator shall be bound by applicable law and shall issue written findings of fact and conclusions of law. The arbitrator shall have no authority to conduct or issue a decision with respect to any class arbitration or other claim brought by Provider on behalf of the general public under a statute or regulation that allows an individual to sue on behalf of the Attorney General or other federal, state or municipal actor, or in any other representative capacity. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The cost of the arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorneys' fees and costs.
4. A demand for arbitration pursuant to Section VI.E.3 must be filed within six (6) months of the date of the written decision rendered of the second request for review described in Section VI.E.1, notwithstanding any communication between the parties that may take place, or payment(s) that may be subsequently made related to the lack of action or alleged breach that is the subject of the dispute. Should the aggrieved party fail to file a demand for arbitration of the dispute within the timeframes set forth herein, the aggrieved party shall have no right to pursue any remedy with respect to such alleged breach, including, without limitation, initiation of any arbitration or civil action in state or federal court, and if the aggrieved party is Provider, Provider shall have no right to pursue payment of any disputed amounts from any Beneficiaries.
5. In the event the dispute resolution process is initiated as set forth above, any interest charges that would be applicable to claims payments will not accrue while resolution of the dispute is pending.
6. In the event that a judgment upon award in arbitration is not timely satisfied, such judgment may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, in the event a dispute is resolved pursuant to this Section VI.E., including without limitation any resolution due to a waiver of Provider's rights to further pursue a dispute, the subject of the dispute and its resolution shall be confidential.

F. Entire Agreement

This Agreement, including all attachments and Exhibits referenced in this Agreement, the applicable Provider Handbook as amended by TriWest from time to time in accordance with this Agreement, and the Terms & Conditions applicable to each Program are incorporated herein by reference, and constitute the entire understanding of the Parties and supersede all prior agreements between the Parties with respect to the same subject matter.

G. Mutual Indemnification

Provider shall hold harmless and indemnify and defend Network Subcontractor and TriWest for, from, and against any Provider-related claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any Provider's wrongful or

negligent conduct in the performance of this Agreement including, but not limited to, the provision of health care services by any Provider. Network Subcontractor shall hold harmless and indemnify and defend Provider for, from, and against any losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from Network Subcontractor's wrongful or negligent conduct in the performance of this Agreement.

H. Relationship of the Parties

The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship between the Parties is an independent contractor relationship.

I. Release

Provider acknowledges that a number of functions under this agreement will be performed by TriWest as set forth in this Agreement, including, but not limited to, claims adjudication and payment, and utilization review. Provider agrees to this delegation of functions to TriWest and further agrees that Network Subcontractor shall not be liable for payments under this agreement or for negligent or intentional wrongdoing or breach of this Agreement by TriWest. TriWest shall be solely liable for its actions and inactions and for all payments due to Provider under this Agreement.

J. Third Party Beneficiary

TriWest shall be a third-party beneficiary of this Agreement and shall be entitled to enforce Provider's obligations under this Agreement, and Provider shall be entitled to enforce TriWest's obligations under this Agreement. Except as expressly set forth in this Section VI.J, nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

K. Trade Name Ownership

The Parties acknowledge that Network Subcontractor has the sole right to use, in Oregon, the "Blue Cross" and "Blue Shield" trade names and service marks. Provider shall not use these names and marks without first obtaining Network Subcontractor's express written consent.

L. Waiver

There shall be no waiver of any term, provision or condition of this Agreement unless in writing and signed by both Parties.

M. Severability

If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. This includes, without limitation, a change in law or government program policy that is inconsistent with any provision of this Agreement. In addition Network Subcontractor shall replace the illegal, unenforceable or invalid provision(s) with a new provision(s) that, being valid, legal and enforceable comes closest to the intention of the Parties concerning the illegal, unenforceable or invalid provision(s). Network Subcontractor shall deliver to Provider, in writing, replacement language to effectuate the new provision(s). The replacement language shall specify its effective date and shall take effect without signatures of the Parties.

N. No Oral Modifications.

Except as set forth in Sections III.B, V, and VI.A above, this Agreement and any of its Addenda may be modified or amended only by written agreement executed by all Parties to this Agreement.

O. Construction

The Parties to this Agreement have both had an equal opportunity to review, discuss and negotiate the language and terms of this Agreement and therefore both Parties acknowledge and agree that there shall not be any presumption to construe ambiguous or disputed language against the drafter.

P. Confidentiality

Provider, Network Subcontractor and TriWest each agree to keep strictly confidential all reimbursement rates and payment methodologies set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure by TriWest to Beneficiaries of the method of compensation used by TriWest nor disclosure by Provider, Network Subcontractor or TriWest to government agencies as may be required by law or regulation. Provider, Network Subcontractor and TriWest agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of coverage options or (ii) TriWest's rights or obligations with respect to subcontractors. Except as provided in this Section VI.P, any other release of the reimbursement rates set forth in this Agreement and its Addenda by Provider, Network Subcontractor or TriWest shall require the written permission of the others.

Q. No Inducement to Refer

Nothing contained in this Agreement will require either Party or any physician of a Party to admit or refer any patients to the other Party's facilities. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

R. Eligibility for Participation in Government Programs

Each Party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each Party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each Party shall notify the other Party immediately upon becoming aware of any pending or final action in any of these areas.

S. Time Limited

This Agreement is not an offer and will not be binding until fully executed by the Parties and accepted by TriWest. This Agreement should be returned to TriWest within one

hundred eighty (180) days of Provider's receipt, or Provider should reach out to TriWest to determine whether this Agreement remains valid.

T. Authority on Behalf of Providers

Provider represents and warrants that it is duly authorized to negotiate and enter into this Agreement on behalf of each of the Providers identified in Exhibit 1.

Signature appears on last page

Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Network Subcontractor
Regence BlueCross BlueShield of Oregon

Provider
COUNTY OF MORROW

By: _____
Signature

Signatory Name: Shikha Gupta
Signatory Title: Vice President, Network
Management
Date:

Whose main address is:
P. O. Box 1271
Portland
OR 97207-1271

Fax:

Accepted by TriWest:

TriWest Healthcare Alliance Corp.

By: _____
Signature

Signatory Name and Title (Printed)

Date:



Whose main address is:
~~120 S MAIN STREET PO BOX 799~~
HEPPNER
OR 97836

110 N. Court St / 799
Heppner, OR
97836

Fax:

541-676-5652

Signature Date

Frank E. Maguire, M.D.
Chief Network Officer

Whose main address is:
P.O. Box 42049
Phoenix,
AZ 85053
Fax # (866) 549 - 4618

COMMUNITY CARE NETWORK TERMS AND CONDITIONS

These Community Care Network Terms and Conditions ("T & C") are hereby incorporated by this reference into the Professional Services Agreement ("Agreement") by and between COUNTY OF MORROW ("Provider") and Regence BlueCross BlueShield of Oregon, an Oregon not-for-profit corporation, ("Network Subcontractor"), as if fully set forth therein and is hereby effective _____. All defined terms used herein will have the same meanings set forth in the Agreement. Provider shall provide VA Beneficiaries (defined below) with the services described herein ("Services").

PURPOSE: The purpose of these T & C is to include Provider in a network to provide health care services to Department of Veterans Affairs (VA) Beneficiaries under the Community Care Network ("CCN") program and to establish the terms of participation in the CCN program.

All of the terms of the Agreement remain in full force and effect and will apply to Provider's participation in the CCN program; provided that, in the event of a conflict between the terms of these T & C and the terms of the Agreement, the terms of these T & C shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the CCN program.

1. **DEFINITIONS:** For purposes of these T & C, the following definitions shall apply:

CCN Covered Services – Services, items and supplies for which benefits are available to VA Beneficiaries in accordance with the rules, regulations, policies and instructions of Veterans Administration and the Veterans Health Administration.

Prior Authorization – A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires a Prior Authorization be obtained "prior to" the specified service.

Emergency Care – Medical care required within twenty-four hours or less that is essential to evaluate and stabilize conditions of an Emergency/Emergent Need that if not provided may result in unacceptable morbidity/pain if there is significant delay in evaluation or treatment.

Emergency/Emergent Need – Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.

TriWest Provider Handbook(Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the CCN program, as established and published by TriWest for participating providers, and as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Urgent Care – The medical services defined in 38 C.F.R. § 17.4600(b)(5) provided in an outpatient setting to treat acute or chronic illness or injury.

Veterans Health Administration (VA) -- The division of the Department of Veterans Affairs that provides health care services and administers health care benefits for eligible Beneficiaries.

VA Beneficiary - Any person eligible to receive CCN Covered Services under the rules, regulations, policies and instructions of the VA.

2. Provider shall comply with all applicable laws, rules, regulations, and requirements, including all VA and TriWest rules, regulations, requirements, policies, and procedures, including the terms and conditions in the Provider Handbook, as amended from time to time, and shall treat VA Beneficiaries pursuant to the terms and conditions of both these T & C and the Agreement as applicable, and in accordance with the above referenced laws, rules, regulations, and requirements.
3. Provider shall provide and maintain policies of general and professional liability (malpractice) coverage in accordance with the terms and conditions set forth in the TriWest Provider Handbook.
4. Provider will use best efforts to complete training provided by VA or TriWest as specified in the Provider Handbook.
5. Provider understands and agrees that VA and TriWest have no obligation under the terms of this Agreement or the T & C to refer VA Beneficiaries to Provider for services.
6. Provider shall accept the terms of reimbursement and the Reimbursement Rates set forth in Exhibit 1 to these T & C as payment in full for the provision of CCN Covered Services to VA Beneficiaries. With the exception of covered Urgent and Emergent Care, Provider will be reimbursed only for services rendered to VA Beneficiaries that have a Prior Authorization by VA. In no event will Provider be paid for such services more than the amount payable by VA. All services must be Medically Necessary. Prior Authorization is not a guarantee of payment of a claim.
7. Provider will comply with the policies and procedures of the Provider Handbook for coverage and reimbursement for Urgent and Emergency Care, handling VA Beneficiary Other Health Insurance (OHI), VA Beneficiary co-pays and the influenza vaccine. Emergency Care Providers must notify VA, via secure email, secure fax or EDI, within seventy-two (72) hours of the Veteran self-presenting to their facility for care. If a Veteran has a Prior Authorization for care and during treatment it is determined the Veteran is experiencing an emergency, the treating Provider must seek emergency treatment immediately and notify VA immediately.
8. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state law and regulation. Claims that constitute fraud, waste or abuse will be denied.
9. Provider shall not bill VA Beneficiaries for any CCN Covered Services, including but not limited to VA Beneficiaries not appearing (e.g. "no show") for their appointment and treatments that were set up but never started, or any other administrative or service fees. Provider may collect payment from VA Beneficiaries for non-CCN Covered Services or

services that were not Medically Necessary when Provider has entered into a written agreement with the VA Beneficiary in advance that notifies the VA Beneficiary of the services to be billed and of their payment responsibilities for those services in accordance with federal law and the Agreement.

10. Provider shall submit claims for CCN Covered Services on behalf of VA Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest Provider Handbook. Provider shall use best efforts to submit claims within thirty (30) days after the provision of the CCN Covered Services. No payment shall be made for a Clean Claim that is (i) submitted more than one hundred and eighty (180) days after the provision of the CCN Covered Services; or (ii) for services provided to VA Beneficiaries without a Prior Authorization by VA; or (iii) for services for VA Beneficiaries for which required medical reports have not been timely received by VA. Referring Provider will comply with Provider Handbook policies and procedures for referrals to ancillary providers.
11. In the event Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination, submit a written request for review to TriWest. The request must be in writing and includes the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial or other TriWest determination was incorrect. All other dispute provisions specified in the Agreement remain in full force and effect.
12. Medical documentation, which includes both outpatient and inpatient records, must be returned in accordance with the policies and procedures set forth in the TriWest Provider Handbook.
13. Provider shall provide a VA Beneficiary with a copy of his or her medical record at no charge, to include narrative summary and other documentation of care, within ten (10) business days of the request.
14. Provider shall provide copies of medical records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance and utilization review. TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of medical documentation, including but not limited to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA compliant encrypted format.
15. Provider shall notify NetSub of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify NetSub at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notification is not possible, Provider shall notify NetSub no later than fourteen (14) days after the effective date of the change.
16. Provider shall use best efforts to comply with the VA Beneficiary access standards specified in the Provider Handbook.

17. Provider shall not advertise the award of the Agreement or these T & C in its commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.
18. TERMINATION: The T & C and Provider's participation in the CCN program may be terminated immediately upon Provider's failure to meet CCN program participation requirements. Either Party may terminate Provider's participation in the CCN program without cause upon ninety (90) calendar days' notice by any Party.
19. SURVIVABILITY: The obligations of Sections 2 and 8 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

No Signature Required

PROFILE SHEET

W9/LEGAL BUSINESS NAME	COUNTY OF MORROW
FEDERAL TAX ID #	[REDACTED]
PRIMARY PHYSICAL ADDRESS LINE 1	[REDACTED] 799
PRIMARY PHYSICAL CITY	HEPPNER
PRIMARY PHYSICAL STATE	Oregon
PRIMARY PHYSICAL ZIP	97836
PRIMARY CONTACT PERSON	
PRIMARY PHONE/ AUTHORIZATION FAX	5416765421 /
PRIMARY EMAIL	
BILLING ADDRESS LINE 1	120 S Main St 110 N Court St / 799
BILLING CITY	Heppner
BILLING STATE	Oregon
BILLING ZIP	97836
BILLING CONTACT PERSON	
BILLING PHONE/FAX	/
BILLING EMAIL	

**Exhibit 1 to the CCN Terms and Conditions
Reimbursement Rates**

PROVIDER NAME: See Exhibit 2

TIN: See Exhibit 2

Provider acknowledges that this Exhibit 1 to the T & C sets forth the exclusive reimbursement it will receive for the provision of CCN Covered Services to VA Beneficiaries except for applicable Copayments.

Provider acknowledges that TriWest, as the third party administrator for CCN Program, is not the insurer, guarantor, or underwriter of the payment of Covered Service for VA Beneficiaries' benefits to the Provider. The services and payments made under this T & C shall be subject to all applicable federal laws and VA rules and regulations. In no event will Provider be paid more than the amount payable by VA. As federal law or regulation requires change in VA reimbursement or the methodology to compute any VA payments, this Exhibit is automatically updated to comply with said change. There will be no separate additional payment for services provided in any Health Professional Shortage Area (HPSA).

The terms of the T & C, specifically including this Exhibit, are applicable for all care that requires a Prior Authorization for VA Beneficiaries billed under the TIN(s) listed in Exhibit 2.

PROFESSIONAL SERVICES

Provider agrees to accept one hundred percent (100%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

VA Fee Schedule

Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a twenty-five percent (25%) discount off Provider's billed charge.

INFLUENZA VACCINE

For the administration of the influenza vaccine Provider agrees to accept thirty-eight dollars (\$38) as the Reimbursement Rate.

Exhibit 2 to the CCN Terms and Conditions

Provider Listing

Provider Name	Tax ID Number
COUNTY OF MORROW	



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4f

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

Presenter at BOC: Sheriff Matlack
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5101
Requested Agenda Date: October 7, 2020

Revised Umatilla County Jail Contract (one word added)

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Umatilla County Jail**
Contractor/Entity Address: **4700 NW Pioneer Place, Pendleton, OR 97801**
Effective Dates – From: **July 1, 2020** Through: **June 30, 2021 (auto renew)**
Total Contract Amount: **varies** Budget Line:
Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

John A. Bowles 9/22/20 Department Director
DATE

Required for all BOC meetings

[Signature] 10/5/2020 Administrator
DATE

Required for all BOC meetings

J. Nelson via email 10-5-20 County Counsel
DATE

*Required for all legal documents

K. Knop 10-2-20 Finance Office
DATE

*Required for all contracts; other items as appropriate.

DATE 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):

Regarding the Signed Agreement dated July 1, 2019; this is an auto-renew agreement, with each year, \$1 is added to the daily cost of housing a prisoner. However, one word was added to clarify the intent of the Agreement.

On Line 7.1 of the July 1, 2019 Signed Agreement with Umatilla County Jail, the line now reads ...per CALENDAR day for each prisoner. . .

The single word, calendar was added for clarity.

2. FISCAL IMPACT:

Same as the 2019 signed agreement

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

Request BOC sign Agreement with revision on line 7.1

☒ Attach additional background documentation as needed.

JAIL USE AGREEMENT

1.0 DATE

The date of this agreement is July 1, 2020.

2.0 PARTIES

This agreement is made between UMATILLA COUNTY and MORROW COUNTY.

3.0 TERM

- 3.1 This agreement shall take effect July 1, 2020
- 3.2 The agreement shall renew on a fiscal year basis, July 1 to June 30, until terminated by either party as provided in this agreement.
- 3.3 Either party may terminate the agreement on written notice to the other party at least 90 days prior to the renewal date of the July 1 of any year.
- 3.4 The rate per prisoner will be increased by \$1 per bed each July 1 to June 30 period after the initial year of this contract to have the rate be consistent with the rate charged to other entities. This does not preclude renegotiation of rates between parties.

4.0 PURPOSE

To set forth the terms and conditions under which Umatilla County may provide available jail space to Morrow County from the effective date of this agreement, July 1, 2020.

5.0 CONSIDERATION

The stated consideration for this agreement is the mutual promises and performance of the parties in accordance with the terms and conditions specified herein.

6.0 UMATILLA COUNTY AGREES THAT:

- 6.1 Subject to terms and conditions contained herein, Morrow County may use the jail facility operated by Umatilla County for the incarceration of Morrow County's prisoners.
- 6.2 Umatilla County Jail will supervise and otherwise properly care for Morrow County's prisoners incarcerated in the jail.
- 6.3 Umatilla County will provide Morrow County, on a daily basis, a list of Morrow County's prisoners that are incarcerated in the jail.
- 6.4 Umatilla County will have 20 daily bed available for Morrow County inmates, if needed by Morrow County.

7.0 MORROW COUNTY AGREES THAT:

- 7.1 Morrow County will pay Umatilla County the sum of \$61 per calendar day for each prisoner incarcerated in the jail. Space for Morrow County prisoners in addition to the reserved spaces is subject to availability within the jail and is solely within the discretion of the Umatilla County Sheriff.
- 7.2 Morrow County will pay to Umatilla County the sum of \$445,300.00 to reserve at all times in the Umatilla County Jail the 20 daily beds for the year to house Morrow County prisoners for the period from the date of this contract through June 30, 2021.

- 7.3 Morrow County shall receive an invoice from Umatilla County each quarter listing the number of inmate days charged to Morrow County. Morrow County will receive a bed count each month from Umatilla County Jail showing a total number of beds and the total number of beds not used or number of beds that was in excess of the agreed upon 20 beds. For any beds in excess of 20, Morrow County will pay the invoice within 15 days of receiving the invoice. If the amount of beds used is less than the 20 daily beds, Morrow County will receive a credit for such amounts.
- 7.4 Payment will be made in quarterly installments of \$111,325.00 on or before the 10th day of the first month of each quarter, to reserve these beds during the fiscal year 2020-2021.
- 7.5 If a prisoner is sentenced to Umatilla County or Morrow County jail time and has pending charges in the other county, the sentencing County Sheriff's Office will be responsible for the lodging. However, if the prisoner is sentenced by Umatilla County or Morrow County time to be served outside of the Umatilla County Jail and has pending charges in the other county, the county that has the pending charges will be responsible for the lodging. If the prisoner is sentenced to jail time in both counties running concurrently, the lodging will be split equally between the two counties.
- 7.6 Umatilla County shall have sole discretion of housing prisoners that have major medical issues.
- 7.7 Morrow County will pay all outside medical expenses which might accrue for any Morrow County prisoner while that prisoner is in the custody of Umatilla County. Medical expenses include, but are not limited to, expenses for doctors' medicine, ambulance, hospitalization, surgical, or dental treatment, and psychiatric or psychological examination, treatment or care rendered by professionals outside of the Umatilla County Jail who are not regular jail staff, and for which Umatilla County is billed.
- 7.8 When Umatilla County determines that a Morrow County prisoner is in need of medical attention, Umatilla County will, if possible, notify the Morrow County Sheriff's Office of the need for medical attention in order to give Morrow County the opportunity to arrange for necessary medical attention. In the event of an emergency, Umatilla County shall have the authority to arrange for medical attention for Morrow County's prisoners at Morrow County's expense. Morrow County will provide guards for any medical problem requiring any inmate to stay outside the jail facility over 12 hours.
- 7.9 Morrow County will assume full responsibility for presenting and transporting its county prisoners to all court proceedings and appearances and will provide for timely discharge of all its prisoners when ordered by a court. Morrow County will arrange for the prompt arraignment and disposition of all its prisoners on all charges, including Contempt of Court. Transportation of a prisoner after release will be at the discretion of Morrow County.

8.0 THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 8.1 A prisoner arrested in Morrow County that has been released on Morrow County charges, but still has a hold from another agency outside of Umatilla or Morrow County, or is sentenced to Department of Corrections shall remain in a Morrow County bed until transported to the agency with the hold, warrant, or sentence order. Umatilla County agrees to make arrangement to transfer inmates via the State Shuttle system as soon as possible. Fugitives arrested in Morrow County on a warrant outside of the State of Oregon shall remain in a Morrow County bed until the fugitive is transported from Umatilla County. Morrow County agrees to handle the extradition hearings of those arrested in Morrow County's jurisdiction and will notify Umatilla County when the extradition process is complete. Umatilla County agrees to make transportation arrangements as soon as advised the inmate is ready for transfer.
- 8.2 If the number of prisoners that may be incarcerated is limited by statute, administrative or judicial decision, Morrow County will retain its right to utilize the 20 beds per day referred to above.
- 8.3 If, however, the Umatilla County Jail is for any reason closed, either temporarily or permanently, Morrow County will be refunded that portion of the advance payment made to guarantee space for the prisoners on a per diem basis, for the months and days that the jail is closed and County is unable to utilize the prisoner spaces.
- 8.4 Umatilla County reserves the right to leave to the Umatilla County Sheriff the determination of maximum capacity allowable in the Umatilla County Jail.
- 8.5 The Umatilla County Sheriff may refuse to lodge any prisoner who, in the exercise of the Sheriff's best judgment, is deemed inappropriate in the Umatilla County Jail.
- 8.6 Morrow County shall be given at least twelve hours' notice, when possible, prior to the release of a Morrow County prisoner to provide Morrow County time to find an alternative facility.

9.0 INDEMNIFICATION

- 9.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), Umatilla County shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Morrow County against liability for personal injury or damage to life or property arising from Umatilla County's activity under this Agreement; provided however, that Umatilla County shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of Morrow County, its officers, employees or agents.
- 9.2 To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), Morrow County shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Umatilla County against liability for personal injury or damage to life or property arising from Morrow County's activity under the Agreement; provided however, that Morrow County shall not be required to indemnify Umatilla County for any such liability arising out of the wrongful acts of Umatilla County, its officers, employees or agents.

10.0 DISPUTE RESOLUTION

If any dispute should arise concerning this contract, the parties agree to make a good faith effort to resolve the dispute before filing any action or suit. If an action or suit is filed, it shall be filed in the Circuit Court of Oregon in Umatilla County. Each party to such an action or suit shall pay its own attorney's fees and costs.

11.0 TERMINATION

This contract and any future renewals thereof are subject to the availability of funds appropriated for this specific purpose through the annual local budget process. If funds are not appropriated, the county may terminate this contract on 90 days' written notice to the other property.

12.0 AGREEMENT FORM

- 12.1 This instrument contains the entire agreement between the parties and no statements made by a party hereto or agent thereof not contained in this agreement shall be valid or binding.
- 12.2 This contract may not be enlarged, modified, or altered except in writing, signed and dated by the parties and attached hereto.
- 12.3 This agreement revokes or supersedes any previous jail lodging agreement between Morrow County and Umatilla County.

The parties have signed this agreement as of the date of the first above written.

Morrow County, Oregon

By _____
Kenneth W. Matlack, Sheriff

By _____
Don Russell, Commissioner

By _____
Jim Doherty, Commissioner

By _____
Melissa Lindsay, Chair

Approved as to form:
County Counsel

Umatilla County, Oregon

By _____
Terry L. Rowan, Sheriff

By _____
John M. Shafer, Chair

By _____
George L. Murdock, Commissioner

By _____
William J. Eltering, Commissioner





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

(For BOC Use)
Item #

4h

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

Presenter at BOC:

Department: Community Development

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext):

Requested Agenda Date:

Coronavirus Relief Fund Cultural Support Program Grant Award

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: State of Oregon (Oregon Business Development Department)

Contractor/Entity Address: 775 Summer Street NE, Suite 200, Salem, Oregon, 97301-1280

Effective Dates – From: March 1, 2020

Through: December 30, 2020

Total Contract Amount: \$33,165.00

Budget Line:

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

Reviewed By:

 10/5/20 Department Director
DATE


Required for all BOC meetings

 10/5/20 Administrator
DATE

Required for all BOC meetings

 _____ County Counsel
DATE

*Required for all legal documents

 10/5/20 Finance Office
DATE

*Required for all contracts; other items as appropriate.

DATE 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):

Staff submitted a request to the Cultural Trust on behalf of the Fairgrounds on August 24, 2020 seeking reimbursements for COVID-19 - related expenses. Staff submitted a request for \$52,650.00 to offset the costs of the Fair being canceled due to COVID-19. Staff's premise for the request was that COVID-19 forced Fairs across the State to be canceled, thereby effectively costing the County anticipated revenue to pay for much-needed upgrades to the Fairgrounds including: 1) Upgraded electrical service to select areas within the Annex, as the County must adapt to new social distancing restrictions and upgrade our facilities to serve other agency needs including an Incident Command Center for firefighters; 2) adequate space for the Circuit Court; 3) additional office space if needed; 4) and reimbursement for purchasing Zoom (\$150.00) to conduct meetings.

Staff was notified on September 23, 2020 that the County was awarded \$33,165.00 for those purposes. Staff will seek additional Fair Board input on the expenditure of those funds at their October 14 Board meeting. Staff did solicit comment from the members at their September meeting on the premise that the County may receive some funding.

If approved by the Board of Commissioners, staff will work the Finance Department to ensure the grant complies with State and Federal regulations.

2. FISCAL IMPACT:

\$33,165.00 for use to make needed improvements to the Fairgrounds.

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

Motion to sign agreement and authorize Chair Lindsay to sign the agreement (Contract # C2020574).

**CORONAVIRUS RELIEF FUND CULTURAL SUPPORT PROGRAM
GRANT AGREEMENT**

Contract Number: C2020574

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Business Development Department ("OBDD") on behalf of the Oregon Cultural Trust, and Morrow County ("Recipient"). This Contract becomes effective only when fully signed and approved as may be required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract expires upon full performance of all obligations.

SECTION 1 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD a grant (the "Grant") in an aggregate amount not to exceed \$33,165. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Grant to Recipient.

The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD: (1) this Contract duly signed by an authorized officer of Recipient; and (2) such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 2 - USE OF GRANT; REPORTING

The Recipient will use the Grant for the costs identified in its Oregon Cultural Trust -Coronavirus Relief Funding- CRF Cultural Support Application materials and subject to the eligibility requirements of Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, and any implementation guidance from the federal Department of the Treasury or the State of Oregon guidelines for its Coronavirus Relief Fund Cultural Support Program. Recipient represents and warrants that the Grant funds will be used to cover only those costs that (1) are **necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)**; (2) were not accounted for in its budget most recently approved as of 27 March 2020; and (3) were or are incurred during the period that begins on **1 March 2020, and ends on 30 December 2020**. The Recipient may not use the Grant to cover costs scheduled to be paid for from another source.

The Recipient shall promptly deliver to OBDD a completed Final Report form (from the Oregon Cultural Trust) once it has expended the Grant, but in no event later than 15 January 2021.

SECTION 3 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD that:

A. Organization and Authority.

- (1) The Recipient is a county government and has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (2) The Recipient was not designated to receive a grant for distribution of CARES Act CRF monies directly from the Oregon Department of Administrative Services (DAS) to support Recipient's music, cultural or community venue or organization.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.

- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- B. Compliance with Coronavirus Relief Fund. Recipient represents and warrants that all expenditures of the Grant will comply with the federal CARES Act as cited in section 2 of this Contract.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 4 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number is 21.019. Recipient is a sub-recipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

- (3) Recipient shall save, protect and hold harmless OBDD and the State of Oregon from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. 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 the State of Oregon.
- (4) Disbursement of the Grant does not preclude OBDD or the State of Oregon from later recovering those costs from Recipient if the U.S. Department of the Treasury disallows the costs after an audit.
- D. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- E. Internal Controls. Recipient must have a system of internal controls in accordance with 2 CFR §200.303.
- F. Federal Funds. This Grant will be paid by funds received from the United States Federal Government. Recipient, by signing this Grant, certifies that neither it nor its employees, nor any contractors or subcontractors who will administer this Contract are currently employed by an agency or department of the federal government.
- G. Financial Records. Recipient will cooperate with OBDD to provide all necessary financial information and records to comply with CARES Act reporting requirements. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after 15 January 2021 or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- H. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Business Development Department and the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. The Recipient shall supply any Contract-related information as OBDD may reasonably require.
- I. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract.

SECTION 5 – DEFAULT; REMEDIES

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant. Making a material misrepresentation about the organization and its operations to qualify for an award will be an Event of Default of the award and subject the award to recapture.
- B. The Recipient fails to comply with the eligible use of the Grant funds as provided in Section 2 of this Contract.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A or B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity, including recapture of any Grant amount or payment of interest earned on the Grant amount made to Recipient. Recipient’s failure to repay any unpaid debt or cure an Event of Default may result in any and all collections actions permissible by law including use of the collection services of the Oregon Department of Revenue or a collection agency.

The remedies provided by this section are cumulative and not exclusive of any other remedies provided by law.

SECTION 6 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 5, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. OBDD fails to receive sufficient funding from the State of Oregon to allow OBDD, in its reasonable discretion, to make payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for the county in which the parties are situated (unless Oregon law requires that it be brought and conducted in another county). 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.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

Contact Information:

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Aili Schreiner,
Chair
Oregon Cultural Trust Manager

Telephone: 503-428-0963

Email: aili.schreiner@oregon.gov

Recipient

Morrow County
PO Box 37
Heppner, OR 97836

Contact: Melissa Lindsay, Commissioner and

Telephone: (541) 676-5613

Email: mlindsay@co.morrow.or.us

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

- I. Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to any other third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- M. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Business Development Department on behalf of
the Oregon Cultural Trust

MORROW COUNTY

By: _____
Brian Rogers, Executive Director for
Oregon Cultural Trust

By: _____
Melissa Lindsay, Commissioner and Chair

Date: _____

Date: _____

**FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.331(A))**

(i) Subrecipient* Name: <i>(must match DUNS registration)</i>	COUNTY OF MORROW
(ii) Subrecipient's DUNS number:	██████████
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	27 March 2020
(v) Grant period of performance start and end dates:	Start: 1 March 2020 End: 30 December 2020
(vi) Total amount of federal funds obligated by this Grant:	\$33,165
(vii) Total amount of federal award committed to Recipient by Agency: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$33,165
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Official of pass-through entity:	George Naughton, D.A.S. CFO CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

* For the purposes of this Exhibit B, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.



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

(For BOC Use)
Item #
7a

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

Presenter at BOC: *Diane Kilkenny*
Department: Morrow County Health Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5211
Requested Agenda Date: 10/07/2020

Mutual Aid Agreement for Public Health Services

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Umatilla County Health Department**
Contractor/Entity Address: **200 SE 3rd Street Pendleton, OR 97801**
Effective Dates – From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

_____ DATE	Department Director	Required for all BOC meetings
<i>[Signature]</i> DATE	Administrator	Required for all BOC meetings
_____ DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

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

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

This outreach is part of the Region 9 funding that Umatilla County received from OHA for regional services until 12/30/20, to see how/if Umatilla can help relieve the burden of contact tracing or case investigation pertaining COVID-19. Attached is a mutual aid agreement as well as the HIPAA addendum.

Umatilla County also recognizes that at this point in time, there may not be a need for this type of help. However, they want to reiterate their extension of this offer in the event that there is a surge of cases within our jurisdiction and this could be a fail-safe for us.

2. FISCAL IMPACT:

Regional funding from OHA to 12/30/20. No dollars required from Morrow County

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

Move to approve the Mutual Aid Agreement with Umatilla County and authorize Chair Lindsay to sign on behalf of the County.

☒ Attach additional background documentation as needed.

MUTUAL AID AGREEMENT FOR PUBLIC HEALTH SERVICES

1.0 BACKGROUND

WHEREAS, UMATILLA COUNTY, OREGON ("Umatilla") and MORROW COUNTY, OREGON ("Morrow") have agreed to work in cooperation for the provision of public health services in their respective jurisdictions; and

WHEREAS, the parties desire to enter into this mutual aid agreement with respect to public health services as authorized by ORS 190.110 and ORS 402.010 (formerly ORS 401.480); and

WHEREAS, the parties desire to plan for providing public health services in areas adjoining their contiguous borders or in the event of a public health crisis or major emergency (as defined by ORS 401.025) or in the event the demand for emergency services exceed the ability of a county to provide the services; and

WHEREAS, it is desirable that the assisting party should assist the requesting party in the event of disasters or emergencies by the interchange of public health services and facilities, to cope with the problems caused by the emergency protection of life and liberty; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such public health assistance on either an intergovernmental or an agency acting on behalf of their respective public health agencies basis.

2.0 AGREEMENT

The parties, in consideration of the matters and things set out in this document, agree to provide or receive public health assistance under the terms of this agreement.

3.0 DEFINITIONS

3.1 "Party" means either the governmental entities named in the preamble or such entities acting on behalf of their respective public health agencies if

the context so requires.

3.2 "Requesting Party" means the agency or public health authority in need of or requesting assistance.

3.3 "Assisting Party" means the public health agency responding across the county line to a request or a need for assistance.

3.4 "Chief Public Health Officer" means that person who is a department or agency head with public health jurisdiction, or is the authorized representative having the primary responsibility for public health within the county or jurisdiction, whether designated by appointment or election. For purposes of this agreement, it is understood that the Chief Public Health Officer of Umatilla County, Oregon and Morrow County, Oregon is each agencies authorized representative.

4.0 PURPOSE

4.1 The purpose of this agreement is to obtain maximum efficiency in cooperative agency operations through assistance in the event of need for public health services within the Requesting Agency or county for any situation that may require additional personnel not available to the requesting party.

4.2 In all instances of assistance, the Assisting Agency may render any such assistance as it can give consistent within its own public health needs at the time.

4.3 In all instances of assistance, the Assisting Agency may at any time at its discretion, withdraw such assistance.

5.0 EXTENSION OF AUTHORITY

5.1 The agencies listed hereby consent that authority as a public health officer or the employees of their respective agencies is extended into the jurisdiction or territory of the other agency when requested by the other jurisdiction.

5.2 Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of any party other than as expressly set forth

in this document.

6.0 REQUEST PROCEDURE

6.1 Requests for mutual aid shall be made through presently established communication systems.

6.2 Emergency requests for assistance shall be directed to the Public Health Director, Deputy Director, or Regional Coordinator with the assisting agency.

6.3 Requests for assistance involving major occurrences which may require a large number of employees, resources or a considerable expenditure of time, shall be made to the Director or manager of either agency.

7.0 RESPONSE

7.1 Upon request when available, the Assisting Party will provide personnel to the Requesting Party.

7.2 Each party has the right to determine priority for providing the personnel to the other party under this agreement.

7.3 The Assisting Party will advise the Requesting Party immediately in the event all or some of the requested personnel is not available.

8.0 CONTROL

8.1 The Requesting Party shall have and exercise general control in directing Umatilla County under this agreement; however, the commanding officer for Morrow County shall be responsible for exercising exclusive control over its own personnel and equipment in response to the general directions of the Assisting Party.

8.2 The Requesting Party will assign, at the earliest convenience, personnel to advise those responding of statutory, administrative and procedural requirements within the jurisdiction of the occurrence.

9.0 PERSONNEL

9.1 The Assisting Party will be reimbursed by Region 9 funding for its costs for personnel, including pay at the current pay structure, overtime, and benefits.

9.2 In the event that Region 9 Funding does not cover all the incurred costs for the assisting party, i.e. additional resources required, the requesting party will be notified prior to deployment, and will be billed on a monthly basis at cost to the requesting party.

9.3 The Assisting Party will remain fully responsible as employer for all taxes, assessments, fees, wages, workers' compensation and other direct and indirect compensation and benefits with respect to its assistance.

9.4 The Assisting Party will insure its own employees as required by Oregon law.

10.0 IMPLEMENTATION

Appropriate officials of the parties may promulgate such written operational procedures in implementation of this agreement as to them appear desirable.

11.0 DATA SHARING

The parties will be data sharing information under this agreement, which information will include Protected Health Information. Attached to this agreement is an addendum regarding the use of any Protected Health Information.

12.0 REPORTS

After occurrences wherein mutual public health assistance was required and given, all participating parties shall make an interchange of all reports arising out of such operation; provided, however, that nothing in this section shall purport to waive, limit or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

13.0 INDEMNIFICATION

13.1 To the extent permitted by the Oregon Constitution and the Oregon Torts Claim Act, each party shall indemnify the other party against liability for damage to life or property arising from the indemnifying party's own activities under this agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of its own employees or agents.

13.2 Each party will cooperate reasonably and in good faith in the investigation and defense of all tort claims.

13.3 Nothing in this agreement shall be construed as a waiver or relinquishment by any party of any defense, immunity or privilege that otherwise may be available under the laws of Oregon.

13.4 All public health powers, all of the privileges and immunities from liability, exceptions from law, ordinances and rules, all pension, relief disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this agreement.

14.0 DURATION

14.1 This agreement shall be effective upon the execution by original parties, and upon one signed copy being deposited with the keeper of records of each of the parties.

15.0 TERMINATION

15.1 This agreement may be voluntarily terminated in whole or in part by a party giving 10 days written notice to the other party.

15.2 Upon such termination, all property not owned by a terminating party, which is in its custody or possession, shall be forthwith returned to the party owning the same or to whom possession shall be given.

16.0 JOINT OPERATIONS INCLUDED

Any joint public health operations, in which the facilities or personnel of any of the parties to this agreement are utilized, shall be deemed within the purview of this agreement and shall be subject to all its provisions, unless otherwise provided by a specific agreement among the parties.

IN WITNESS WHEREOF, the parties executed this agreement by and through their respective consents and through their respective officers duly authorized.

Signed by _____

Title _____

Facility _____

Date _____

Signed by _____

Title _____

Facility _____

Date _____

Business Associate Addendum Data Sharing Agreement

Umatilla County and Morrow County enter into this Contract Addendum for the exchange of information for mutual clients and services.

1. **Effect.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, currently in existence or which are entered into before the expiration or termination of this Agreement, between the parties involving the disclosure of PHI between the parties, or the creation or receipt of PHI by either party on behalf of the other (the "Underlying Agreement(s)"). The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in any Underlying Agreement(s) between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions in the Underlying Agreement(s) shall not be applicable to this Agreement.

2. **Amendment.** The Counties agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy and Security Rules or other laws or regulations. The parties agree that each will fully comply with the Privacy and Security Rules and that it will agree to amend this Agreement to incorporate any material required by the Rules.

3. OBLIGATIONS OF PARTIES

3.1 **Use and Disclosure of Protected Health Information.** Both parties may use and disclose PHI only as required to satisfy its obligations under the Underlying Agreement(s), as permitted herein, or required by law, but shall not otherwise use or disclose any PHI. Each party shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or disclose PHI received under the Underlying Agreement(s) in any manner that would constitute a violation of the Privacy Rule if so used or disclosed by the other party, except that a party may use or disclose PHI (i) for the party's proper management and administrative services, (ii) to carry out the legal responsibilities of the party or (iii) to provide data aggregation services relating to the health care operations of the party if required under the Underlying Agreement(s). Each party hereby acknowledges that, as between them, all PHI shall be and remain the sole property of the original party, including any and all forms thereof developed by the other party in the course of its fulfillment of its obligations pursuant to this Agreement. Each party further represents that, to the extent it requests that the other party to disclose PHI, such a request is only for the PHI minimally necessary for the accomplishment of the party's purpose. A party may disclose PHI to other contractors of the consenting party identified in writing by that party, or use PHI from other contractors of the consenting party identified in writing by that party, in connection with services rendered pursuant to the Underlying Agreement.

Furthermore, each party:

- (a) Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Health Insurance

Portability and Accountability Act (HIPAA), 45 CFR, Parts 142, 160, 162, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;

- (b) Agrees to resist any efforts in judicial proceedings to obtain access to the protected information.

3.2 Safeguards Against Misuse of Information. Each party agrees that it will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Each party further warrants that it shall implement as of the Effective Date, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates, receives, maintains or transmits on behalf of the other party.

3.3 Compliance Security Rule and Privacy Rule Use and Disclosure Provisions. Each party agrees to comply with the HIPAA Security Rule (45 CFR 164.302 through 164.318) and the use and disclosure provisions of the HIPAA Privacy Rule (45 CFR 162.502, 162.504).

3.4 Reporting of Disclosures of Protected Health Information. Each party shall, within five (5) business days of becoming aware of any use or disclosure of PHI in violation of this Agreement by that party, its officers, directors, employees, contractors or agents or by a third party to which that party disclosed PHI pursuant to Section 3.6 of this Agreement, report any such disclosure to the other party. Each party shall further immediately report to the other party any Security Incident of which it becomes aware. Each party shall provide in such notice the remedial or other actions undertaken to correct the unauthorized Use or Disclosure. Each party shall mitigate, to the extent practicable, any harmful effect that is known to that party of a Use or Disclosure of PHI by that party in violation of the requirements of this Agreement.

3.5 Breach of Unsecured Protected Health Information. In the event of a Breach of Unsecured PHI, each party understands that party is required by law to provide to the other party a report including the identification of each individual whose unsecured PHI has been, or is reasonably believed by the party to have been, accessed, acquired, or disclosed during such breach, contact information, nature/cause of the Breach, PHI Breached and the date or period of time during which the Breach occurred. Each party understands that such a report must be provided to the other party within five (5) business days from the date of the Breach or the date the Breach should have been known to have occurred. Each party shall provide the other party with a brief description of how the Breach happened, including the dates of the Breach and of the discovery of the Breach; a description of the Unsecured PHI acquired, accessed, used or disclosed by the Breach; and any steps Individuals should take to protect themselves from potential harm resulting from the Breach; Upon report of a Breach, the party will be responsible for notifying affected individuals, unless otherwise agreed in writing by the parties that the party is to notify the affected Individuals. Each party is responsible for any and all costs related to notification of Individuals or next of kin (if the Individual is deceased) of any Breach of Unsecured PHI.

3.6 Agreements with Third Parties. Each party shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to PHI, which is received from, or created or received by the party on behalf of the other party, pursuant to which agreement such agent or

subcontractor agrees to be bound by the same restrictions, terms and conditions that apply pursuant to this Agreement with respect to such PHI.

3.7 Access to Information. Within five (5) days of a request by a party for access to PHI about an individual contained in a Designated Record Set, the other party shall make available such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from a party, that party shall within two (2) days forward such request to the other originating party. Any denials of access to the PHI requested shall be the responsibility of the originating party. If PHI is used or maintained in an Electronic Health Record ("EHR"), copies of PHI will be provided in electronic format if requested in writing by the subject individual. PHI maintained in an EHR may be transmitted electronically to the subject individual or another person designated by the subject individual if the patient's written request and direction to do so is sufficiently clear, conspicuous, and specific. The fee for providing an electronic copy of PHI may not be greater than the actual labor costs of responding to the request for such copy. A party must also provide Oregon Health Plan members with access to their own PHI, maintained in a designated record set, as required under 45 C.F.R. 164.524.

3.8 Availability of Protected Health Information for Amendment. Within ten (10) days of receipt of a request from a party for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the other party shall provide such information for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

3.9 Accounting of Disclosures. Within ten (10) days of notice by either party that it has received a request for an accounting of disclosures of PHI, the other party shall make available such information as is in its possession and that is required for the requesting party to make the accounting required by 45 C.F.R. §164.528. At a minimum, the party shall provide the requesting party with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to one party, that party shall within two (2) days forward such request to the other party. Each party hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.10 Availability of Books and Records. Each party hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by that party on behalf of the other party, available to the Secretary for purposes of determining the parties' compliance with the Privacy Rule.

3.11 Indemnification. To the extent allowed and limited by Oregon law, each party hereby agrees to indemnify and hold the other party harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Agreement by that party, its agents or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Underlying Agreement(s).

3.12 Insurance. Each party shall obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy or Security Rule or any applicable state law or regulation concerning the privacy or security of patient information and claims based on its obligations pursuant to this Agreement in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the other party as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided upon written request.

3.13 Notice of Request for Data. Each party agrees to notify the other party within five (5) business days of the party's receipt of any request or subpoena for PHI. To the extent that the notified party decides to assume responsibility for challenging the validity of such request, the notifying party agrees to cooperate fully with the other party in such challenge.

3.14 Costs. Except as otherwise provided in this Agreement, each party agrees to pay the reasonable costs of producing or copying documents or records as called for by this Agreement.

3.15 Prohibition Against Sale of PHI. Either party will not directly or indirectly accept remuneration or payment in exchange for PHI unless that party first obtains a valid authorization that specifically authorizes the further exchange of PHI for remuneration by that party. The prohibition against the sale of PHI does not apply to exchanges for the following purposes:

- (a) Public health activities, as defined and limited by the Secretary;
- (b) Research, but only if the remuneration is limited to the costs of preparing and transmitting data for that purpose;
- (c) Treatment of the individual, subject to any restriction promulgated by the Secretary on inappropriate access, use or disclosure of PHI;
- (d) Health care operations associated with the sale, transfer, merger or consolidation of all or part of County;
- (e) Services rendered pursuant to an agreement or arrangement;
- (f) Copying or labor costs approved by the Secretary; and
- (g) Any other purpose approved by the Secretary;

3.16 Minimum Necessity. Uses and disclosures of PHI must be restricted to a Limited Data Set to the extent practicable, and otherwise limited to the minimum necessary to the purpose of the use or disclosure.

3.17 Legal Process. If a party receives a subpoena, a civil, criminal, or administrative demand, or other legal process seeks production of or access to PHI created or received for or from the other party, the receiving party will promptly notify the other party of receipt of such legal process, but in no event in less than 2-days or the day before such process is effective, whichever comes first. The receiving party will respond to such legal process in a manner consistent with its legal obligations and its ethical responsibilities, if any, to the other party.

3.18 Restrictions. In the event a request for restrictions on disclosure of PHI or confidential means of communication is made directly to County by an Individual, County will forward such request promptly to the other County, but in no event in less than 5-days, and will take no direct action on the request. If County determines it will agree to such request, then the other County will observe such restrictions or means of communication as directed by County. A county will not release to a health insurer or health plan information related to care provided to an Individual solely on a self-paid basis without first confirming with the other County that the Individual has not requested that no such disclosure take place.

3.19 Injunction. The parties hereby agree that each will suffer irreparable damage upon the other's breach of this Agreement and that such damages shall be difficult to quantify. Each party hereby agrees that the other county may file an action for an injunction to enforce the terms of this Agreement, in addition to any other remedy the County may have.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Underlying Agreement(s).

4.2 Termination upon Breach of Provisions Applicable to Protected Health Information. Any other provision of the Underlying Agreement(s) notwithstanding, this Agreement and the Underlying Agreement(s) may be terminated by the County upon five (5) days written notice to the other county in the event that the other county breaches any provision contained in this Agreement and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of this Agreement and the Underlying Agreement(s) is not feasible, in the County's sole discretion, the parties acknowledge that the other County shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement or any Underlying Agreement(s) to the contrary.

4.3 Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, a County shall either return or destroy all PHI received from the other County or created or received on behalf of the County and which a County still maintains in any form. Notwithstanding the foregoing, to the extent that a County agrees that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

4.4 County's Right of Cure. At the expense of the other party, a County shall have the right to cure any breach of the other county's obligations under this Agreement. The County shall give the other County notice of its election to cure any such breach and the other County shall cooperate fully in the efforts by the County to cure the breach. All requests for payment for such services of the County shall be paid within thirty (30) days.

5. Miscellaneous

5.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.2 Construction. Any ambiguity in this Agreement, or as between this Agreement and the Underlying Agreement, is to be resolved so as to permit the parties to comply with HIPAA or HITECH and the rules or guidance promulgated thereunder. This Agreement controls in case of a conflict between this Agreement and the Underlying Agreement(s).

5.3 No Third-party Beneficiary. The parties enter into this Agreement for the sole purpose of maintaining the relationship embodied in the Underlying Agreement. The parties do not intend by this Agreement or the Underlying Agreement to benefit any third-party, including without limitation any Individual who is a subject of PHI governed by this Agreement.

5.4 Notices. All notices required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by facsimile transmission (as evidenced by confirmation of successful transmission), or by registered or certified mail, postage prepaid, addressed to the party as follows. As to mailed notices, they are considered effective on the third day after deposit in the U.S. Mail.

5.5 No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. A party does not have the authority to bind the other party or represent to any person that a County is an agent of the other County.

6. DEFINITIONS

6.1 General Rule. Terms used and capitalized, but not otherwise defined, in this Agreement have the same meaning as is given to those terms by the Privacy Rule or Security Rule, or guidance issued by the Office of the Secretary, Department of Health and Human Services.

6.2 Privacy Rule. "Privacy Rule" means the standards and implementation specifications for protecting the privacy of individually identifiable health information at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (E), which implement certain provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), and the privacy provisions of the Health Information and Technology for Economic and Clinical Health Act ("HITECH"), Pub. L. No. 111-5, Title XIII, and the Rule and guidance promulgated thereunder.

6.3 PHI and EPHI. "Protected Health Information" ("PHI") means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that a County receives or that it creates or receives on behalf of the other party for the purpose of performing the services under this Agreement, and "Electronic Protected Health Information" ("EPHI") has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited however to the information created or received by the County from or on behalf of the other County. In this Agreement PHI and EPHI are collectively referred to as PHI.

6.4 Security Incident. "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304, and refers to an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations..

6.5 Security Rule. “Security Rule” means the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (C), and the security provisions of HITECH, and the Rule and guidance promulgated thereunder.

6.6 Underlying Agreement. . “Underlying Agreement” means the agreement or agreements forming the business relationship between the parties and under which a County creates, receives, maintains, uses or discloses PHI for County.

6.7 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, and refers to PHI used in making decisions regarding an Individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (g) information compiled in reasonable anticipation of litigation or administrative action; (h) employment records; (i) student records; (j) source data interpreted or summarized in the individual’s medical record; *e.g.*, pathology slide or diagnostic film.

6.8 Covered Entities. “Covered Entities” has the same meaning as “County” in 45 C.F.R. § 160.103, and refers to healthcare Countys, healthcare insurers, healthcare clearinghouses, and certain Medicare Part D sponsors.

6.9 Individual. “Individual” has the same meaning as “Individual” in 45 C.F.R. § 160.103, and refers to a person who is the subject of PHI.

6.10 Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. For purpose of this definition, “compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not include the identifiers listed at §164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI. Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a County if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a County to another person authorized to access PHI at the same County, or organized health care arrangement in which the County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

(c) A disclosure of PHI where a County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

6.11 “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services.

6.12 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L.111-5 on the HHS website. Unsecured Protected Health Information does not include:

(a) Electronic PHI that has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.

(b) Data at rest (*i.e.*, data that resides in databases, file systems and other structured storage systems) maintained under valid encryption processes consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.

(c) Data in motion (*i.e.*, data that is moving through a network, including wireless transmission) maintained under valid encryption processes that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.

(d) The media on which the PHI is stored or recorded has been destroyed in the following ways:

(i) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(ii) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

From: Kimberly Lindsay <kimberly@ccsemail.org>
Sent: Friday, October 2, 2020 12:46 PM
To: Roberta Lutcher
Subject: agenda for next Wednesday
Attachments: Community Counseling Solutions Corrective Action Plan Final 2020 (002).docx; Closed Report Cover Letter -CCS 2020.pdf; 100 Best Community Counseling Solutions FINAL.pdf

STOP and VERIFY - This message came from outside of Morrow County Government.

Hi Roberta,

I won't be able to attend in person this next Wednesday, so will join by Zoom. Will you be sending out a link for that?

Following are the topics I will go over:

Developmental Disability site review results (documents attached)

Surgical mask donation

100 Best Non Profit results (document attached)

Zero Suicide update

Kids Diversion program update

Thanks Roberta



Oregon

Kate Brown, Governor

Oregon Department of Human Services
Office of Developmental Disabilities Services
500 Summer St. NE E-09
Salem, OR 97301-1073
Voice: 503-945-5811
Fax: 503-373-7274
TTY: 800-282-8096

Date: September 14, 2020

To: Dustin Wyllie, Program Manager
From: Neal Kushiya – ODDS QA Unit
Re: Community Counseling Solutions-Grant, Lake, Morrow, Wheeler,
Gilliam QA Field Review Closure Notification

The Office of Developmental Disabilities Services (ODDS) Quality Assurance (QA) team has reviewed the remediation documentation submitted by Community Counseling Solutions following the QA onsite review conducted on July 27, through July 31, 2020.

This letter is to notify Community Counseling Solutions that documentation submitted demonstrated remediation of required actions listed in the Correction Action Plan issued to Community Counseling Solutions by the ODDS Quality Assurance unit. ODDS QA has accepted the documentation regarding the cited deficiencies and acknowledges the 60-day remediation has been completed; no additional follow up is required on those items. The formal review is now closed but we will follow up on some ancillary items that will take longer than 60 days to finish. Please complete the following tasks and submit evidence of completion by 12/31/20.

- Obtain signed Notification of Rights form and complete Annual plan for the one individual receiving General Fund services. If continued attempts at contacting this family is unsuccessful, and the stay on issuing Notification of Planned Actions are lifted, CME to pursue the necessary steps to exit the individual from services.

ODDS would like to thank Community Counseling Solutions again for your assistance in the process and completion of this review.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Kushiya", with a stylized flourish at the end.

Neal Kushiya
Oregon Department of Human Services
Office of Developmental Disabilities
Quality Assurance
3541 Fairview Industrial Drive
Salem, OR 97302
Phone: 503-757-3001
Email: Neal.T.Kushiya@dhsosha.state.or.us

cc: Darlene O'Keeffe; Anna Lansky; Lea Ann Stutheit; Chris Pascual; Brent
Watkins; Matt Bighouse; Carolyn Sahr

ODDS QA Field Review Corrective Action Plan for Community Counseling Solutions: Lake, Grant, Morrow, Wheeler, Gilliam				
Onsite Date: 7/31/2020	Date Report Issued: 9/1/2020	Report Type: Final	Date CME Planned Actions/Corrections Due: Completed	Date Remediation Due: 10/30/2020

Section: A.) Level of Care/Eligibility		
Findings		
Areas of Strength	<p><u>Level of Care (LOC)</u></p> <p>1. All files had a current completed Level of Care in their files.</p> <p>2. Although not reviewed due to COVID-19, LOCs were being completed within 12 months of the previous assessment except for one file.</p> <p>3. All files reviewed had a completed Freedom of Choice form in their files.</p> <p><u>Eligibility</u></p> <p>1. All files contained a completed intake/application form.</p> <p>2. All but two files reviewed included a Notification of Eligibility Determination letter.</p>	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>

1.	Two files reviewed did not have a Notice of Eligibility Determination letter addressed to the person. (This is not a citation; current OARS require everyone to have a notice in their files.)	Individuals who were made eligible prior to 7/09 did not require a Notice of Eligibility Determination form to be sent to them.
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Corrective Action Summary (ODDS Developed)					
A.) Level of Care/Eligibility					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	The CME will need to review the eligibility documents for those individuals that were marked as “indeterminable” for Eligibility question #2 and generate a notice and place in their file. Progress note the activity and explain why they are adding a notice to the file.	NA			CME does not need to send the developed notice to the individual. Filing the notice in the individual’s file is enough. This required action needs to happen even if the finding is “indeterminable” and the person was enrolled prior to July 1, 2009. The OARS require the Notice as part of the service records.

Corrective Action Summary (CME Developed)

A.) Level of Care/Eligibility

Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	CCS will review the eligibility documents for the individuals that were marked as “indeterminable” for Eligibility question #2 and generate an eligibility notice and place it in their file. The CCS Eligibility Specialist will also progress note the activity and explain why they are adding a notice to the file by 12/31/2020.	Eligibility Statements			

Section:

B.) Service Plan

Findings

Areas of Strength	<p>1. The desired outcomes identified in the service plans (ISP) were consistent with the information gathered through a person-centered process.</p> <p>2. Individual preferences for how services will be delivered were documented for identified services in the ISP.</p> <p>3. Relevant chosen services and the "Informal supports, community resources and other voluntary services and supports" sections of the ISPs were filled out completely.</p>
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	<p>4. Most of the files reviewed, the Services Coordinator provided detailed information to the individual and or guardian of all available options for alternative home and community-based settings, including non-disability specific settings in their ISPs and/or in a progress note.</p> <p>5. All identified support needs were addressed in all but one service plan. Additionally, most ISPs included specific details describing those supports.</p> <p>6. Identified health and safety risks from the Risk Identification Tool (RIT) were addressed in the Risk Management Plans.</p> <p>7. In general, ISPs seemed to be well written, contained a good amount of valuable information and were person-centered.</p> <p>8. Although not reviewed due to COVID-19, all service plans were completed within 12 calendar months of the implementation of the previous plan.</p>	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>
1.	Not all files reviewed contained documentation that the SC informed the individual of all available options for alternative home and community-based settings, and the individual's choice was not documented in the ISP.	<p>The Acknowledgement section of the ISPs inquires about Alternative home and community-based settings (including non-disability specific settings); however, in several ISPs the section where the ISP form directs the SC to describe and list the options that were offered and chosen by the individual did not include all options or was left blank.</p> <ul style="list-style-type: none"> Progress notes, were also searched regarding whether this discussion was documented somewhere else, but the information was not found.
2.	Not all files reviewed documented strategies for solving conflicts or disagreements.	Per the ISP Guidance, the 7/19 ISP form has some formatting errors which include the Differences section checkbox. If the "No known Differences" boxes were checked, once printed, the two sentences under the Differences Section, would have no space between them and the "No Known Differences" boxes would not show. However, if the "No known Differences" boxes were not checked, there would be a space between the two sentences as these three ISPs showed.

Corrective Action Summary (ODDS Developed)					
B.) Service Plan					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	NA	NA	NA	NA	No ODDS mandated remediation required. CME will develop the required corrective action- (see CME Developed section below)
2.	NA	NA	NA	NA	No ODDS mandated remediation required. CME will develop the required corrective action- (see CME Developed section below)

Corrective Action Summary (CME Developed)

B.) Service Plan

Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	The CCS Developmental Disabilities Program will complete training with all DD Services Coordinators on informing individuals of all the available options for alternative home and community-based settings and documenting these services on the Individual Support Plan by remediation due date.	Training Logs			
2.	The CCS Developmental Disabilities Program will complete training with all DD Services Coordinators on ensuring they review and document strategies for solving conflicts or disagreements on the Individual Support Plan by remediation due date.	Training Logs			

Section: C.) Employment	
Findings	
Areas of Strength	<p>1. All required individual files documented conversations regarding Employment and/or career advancement at the annual ISP meeting.</p> <p>2. If a Career Development Plan (CDP) was not created, a Decision Not to Explore Employment was completed and indicated why employment was not being pursued.</p> <p>3.All relevant CDPs included at least one employment outcome; and a goal to pursue, maintain or advance in individual integrated employment in the community.</p>
Identified Issues #	No deficiencies found in this area. No corrective action is required.

Section: D.) Health & Welfare	
Findings	
Areas of Strength	<p>1. All but one file had a copy of the Notification of Rights form (SDS 0948).</p> <p>2. Most of the files reviewed, Incident Reports (if applicable) were found for any unusual/serious incidents and there were corresponding progress notes. Only one file did not have a corresponding progress note for a serious incident.</p> <p>3. All relevant files that a serious incident occurred; the CME entered the information into the incident management system.</p> <p>4. All but one abuse allegation was entered into the incident management system by the CME.</p>

	5. In all documented cases, the SCs did a nice job following up on any noted concerns regarding health and safety concerns, reported serious events, and unusual incidents, and documenting this in the progress notes.	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>
1.	A copy of the Notification of Rights form (SDS 0948) was missing in one file.	SC attempted to meet with the family for an annual plan; however, parents were not at home. The SC attempted to contact the family since but was not successful.
2.	Not all serious events/incidents and abuse allegations were entered into the incident management system.	<p>In two files reviewed, a serious event and an abuse allegation were not entered into the SERT system prior to the implementation of Centralized Abuse Management System.</p> <ul style="list-style-type: none"> • In one file, there was a progress note and an Incident Report indicating a hospitalization for surgery where the individual stayed for three days, but this incident was not entered into the incident management system. • Another file, APS referred the pending abuse allegation to the DD office as the individual was not eligible for APS services because of DD jurisdiction. The adult DD abuse investigator followed up on the referral from APD and found that it did not meet the criteria for abuse; however, the information was not entered into the incident management system.
3.	One file did not document any actions taken related to the serious incident including recommended actions or follow-up and the date it occurred.	There was no progress note found for this incident and therefore, no action was determined to be completed.

Corrective Action Summary (ODDS Developed)					
D.) Health & Welfare					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	Obtain a current signed Notification of Rights (SDS 0948) for the one individual who did not have one in their file.	Copy of completed Notification of Rights form (SDS 0948).			
2.	CME Adult Abuse Investigator to enter the serious event and abuse allegation for the two individuals into CAM.	Documentation showing the incidents were entered into CAM.			
3.	NA	NA	NA		No ODDS mandated remediation required. CME will develop the required corrective action- (see CME Developed section below)

Corrective Action Summary (CME Developed)					
D.) Health & Welfare					
Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments

1.	The CCS Developmental Disabilities Program will obtain a current signed Notification of Rights (SDS 0948) for the one individual who did not have one in their file. If we continue to have difficulty contacting the family their file may be closed with a Notice of Planned Action once the COVID-19 stay is lifted by 12/31/2020				
2.	The CCS Developmental Disabilities Adult Abuse Investigator will enter the serious events and abuse allegation into the Centralized Abuse Management system for the two identified individuals by remediation due date.				
3.	The CCS Lake County Developmental Disabilities Services Coordinator will complete a “late entry” progress note documenting the actions taken related to the serious incident including recommended actions or follow-up and the date it occurred by 10/31/2021.	Progress Note in Credible	08/03/2020	Progress Notes was made on 08/03/2020 indicating what follow-up was complete regarding the incident.	8/28/20-P-note viewed in Credible documenting follow-up was made and observation of individual completing task. No further action required.

Section: E.) Complaint		
Findings		
Areas of Strength	1. All but one file had a copy of the Notification of Rights form (SDS 0948). 2. Notification of Planned Action section was not reviewed due to COVID-19.	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>
1.	A copy of the Notification of Rights form (SDS 0948) was missing in one file.	SC attempted to meet with the family for an annual plan; however, parents were not at home. The SC attempted to contact the family since but was not successful.

Corrective Action Summary (ODDS Developed)					
E.) Complaint					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	Obtain a current signed Notification of Rights (SDS 0948) for the one individual who did not have one in their file or close the individual	Copy of completed Notification of Rights form (SDS 0948).			

Corrective Action Summary (CME Developed)

E.) Complaint

Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
	CCS Developmental Disability Program will obtain a current signed Notification of Rights (SDS 0948) for the one individual who did not have one in their file. If we continue to have issues contacting the family their file may close with a Notice of Planned Action once COVID-19 restricted are lift by 12/31/2020.	SDS 0948 Form or Notice of Planned Action			

Section:

F.) Monitoring

Findings

Areas of Strength	<p><u>Case Management Contact (CMC) Monitoring</u></p> <p>1. Most of the progress notes for CMCs were well written and included plenty of details to document the service was provided. The progress notes were personalized to everyone.</p> <p>2. Required elements of a CMC were addressed at least once a year for everyone that required them. Most of the required elements were asked each time a CMC was made.</p>
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	<p>3. For most of the CMCs made with individuals living in residential settings, the SCs were able to meet with the individual or observe the individual prior to COVID restrictions.</p> <p>4. Some CMCs were done via video observation/and or conversation with the individual living in a residential setting when restrictions to the home was made due to COVID-19.</p> <p><u>Site Visits</u> Due to COVID-19, this section was not reviewed by the QA team. However, it should be noted that site visits in all types of settings were being made by the SCs.</p> <p><u>Service Monitoring</u></p> <p>1. All of the files reviewed, the Services Coordinators documented that services are being delivered as outlined in the ISP.</p> <p>2. When issues or concerns with services and supports were identified by the Services Coordinators, the SCs followed up on it and documented the remediation of the identified issue.</p> <p>3. The annual review of services specific to health, safety and behavior for individuals receiving residential services, were completed and documented in progress notes as required.</p> <p>4. The semi-annual review of individuals' funds, for those receiving residential services, were completed and documented in progress notes in their files as required.</p>	
	Identified Issues #	Identified Areas of Improvement
	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>	
	1.	<ul style="list-style-type: none">There were some progress notes that indicated the SC contacted someone other than the person or their legal/designated representative when the adult individual was not able to communicate their needs. A couple of these were parent/guardians who were also Personal Support Workers (PSW). These would have counted as CMCs if conversation with the parent/guardian/PSW and an

		<p>observation of the adult individual, who is unable to communicate their needs, was made at the same time the contact was being made.</p> <ul style="list-style-type: none">• The time lapse was greater than once every three months/or monthly per the plan.• There were misunderstandings of required services for individuals who qualified under PMDDT and or the 300% rule. These individuals require a monthly waived service but does not mean they need a monthly CMC unless they have 3 or more identified high risks on their risk management plan.• No contact was attempted.
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Corrective Action Summary (ODDS Developed)					
F.) Monitoring					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	NA	NA	NA	NA	No ODDS mandated remediation required. CME will develop the required corrective action- (see CME Developed section below)

Corrective Action Summary (CME Developed)					
F.) Monitoring					
Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	The CCS Developmental Disabilities Program will provide training on the CCS Case Management Contact Policy and completing Case Management Contacts in a timely manner and/or within the time frames identified in the Individual Support Plan by remediation due date.	Training Log			

Section: G.) Progress Notes	
Findings	
Areas of Strength	1. Most progress notes were well written and included enough information to easily determine what service was provided. 2. Many of the progress notes reviewed meet the criteria of a qualifying encounter. 3. In general, late progress notes were appropriately noted. 4. Most progress notes documented case management services being delivered.

	5. In general, indirect progress notes had all required elements to meet a qualified encounter.	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) (Primary reasons for non-compliance, if identified)
1.	Not all Qualifying Encounters meet the criteria required to show a case management service was provided and that it could be billed for.	<ul style="list-style-type: none">There were instances where the SC billed for a case management service but there was no progress note on that specific date. CME acknowledged that some were billed in error and were voided out during the review.There was a small amount of qualifying encounter claims that did not meet the criteria due to being more of an informational note or a task that is considered administrative.
2.	Not all progress notes that were entered late were appropriately noted.	There were progress notes that were not entered and signed by the SC until weeks or months after the service was provided and there was no indication in the body of the note that they were late entries.

Corrective Action Summary (ODDS Developed)					
G.) Progress Notes					
Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	Review the Qualifying Encounters spreadsheet and void all eXPRS claims that did not meet billable criteria.	Acknowledgment when all encounters have been voided.			Those that were voided during the review due to a billing error or were provided a late entry progress note are considered remediated and are noted on the Qualifying Encounters

					Spreadsheet. See ODDS comments in Corrective Action Summary (CME Developed)
2.	NA	NA	NA	NA	No ODDS mandated remediation required. CME will develop the required corrective action- (see CME Developed section below)

Corrective Action Summary (CME Developed)					
G.) Progress Notes					
Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1	CCS will review the Qualifying Encounters spreadsheet and void all eXPRS claims that did not meet billable criteria.	Qualifying Encounters Spreadsheet	08/27/2020	All 3 remaining encounters that did not meet the standard of a Qualifying Encounter have been be voided out of eXPRS as of 08/27/2020.	8/28/20-Reviewed in eXPRS and confirmed the 3 encounters that did not meet billable criteria were voided. No further action required.
2.	The CCS Developmental Disabilities Program will retrain all Services Coordinators on CCS Progress Note Policy and the specific process of	Training Form			

	documenting late progress note entries by remediation due date.				
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Section:

H.) Assessment

Findings	
Areas of Strength	<div>1. Although not reviewed due to COVID-19 on whether assessments were completed within 12 months of the previous assessment, all but one assessment was completed within the 12-month period. The one assessment was submitted a day late.</div> <div>2. In general, assessments contained descriptive and useful information.</div> <div>3. Due to COVID-19, face to face observation of individuals were not reviewed.</div> <div>4. When individual’s support needs or circumstances changed necessitating revisions to the ISP, assessments were completed.</div> <div>5. When an individual requested a new assessment outside the normal 12 months, an assessment was completed.</div>
Identified Issues #	No deficiencies found in this area and no corrective action is required.

Section: I.) HCBS Individually Based Limitations	
Findings	
Areas of Strength	1. There were no Individually Based Limitations for any of the individuals reviewed.
Identified Issues #	No deficiencies found in this area and no corrective action is required.

Section: J.) General Fund Services		
Findings		
Areas of Strength	1. Not all files reviewed, included annual plans or a comprehensive progress note that addressed all required elements. 2. When documented, the plan for individuals in General Fund services contained a lot of valuable descriptive information.	
Identified Issues #	Identified Areas of Improvement	Summary of Cause(s) <i>(Primary reasons for non-compliance, if identified)</i>
1.	One file did not contain a current Annual Plan or comprehensive progress note.	There was no Annual Plan or comprehensive progress note completed for 2019. Per the SC’s notes, the SC tried to contact the family to complete the 2019 annual plan with no success. CME reports that they were in process to exit the individual from services and issue a NOPA; however, due to COVID-19 and direction from ODDS, no services can be terminated or reduced until further notice.

Corrective Action Summary (ODDS Developed)

J.) General Fund Services

Identified Issue #	Required Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
1.	<p>If the CME is still unable to contact the family to complete the plan, the CME is required to take the steps to exit the individual from services once the stay is lifted.</p> <p>Per Worker's Guide, Case Management Activities During COVID-19 (Updated 7/8/20), do not issue any Notices of Planned Action (NOPAs) related to termination or reduction of service until further notice.</p>	Documentation that NOPA has been issued to exit the individual or documentation showing the CME has made contact and a plan is in place.			<p>Per 411-415-0030(5)(b)(F)- A CME must exit an individual from CM services when any of the following occur: (F) After the individual either cannot be located or has not responded after a minimum of 30 calendar days of repeated attempts by CME staff to complete ISP development, annual plan development, or monitoring activities.</p> <p>Should this continue to be the issue and when Case Management Activities During COVID-19 Worker's Guide is updated to allow for terminations or reductions, CME to pursue the necessary steps to exit the individual from services.</p>

Corrective Action Summary (CME Developed)

J.) General Fund Services

Identified Issue #	Planned Action/Correction Activity	Source of Remediation Evidence	Date CME Completed Remediation	CME Comments	ODDS Comments
	<p>To address the one file that did not contain a current Annual Plan or comprehensive progress note.</p> <p>The CCS Developmental Disabilities Program will continue to make attempts to contact the family during the COVID-19 pandemic to complete the annual plan, if no contact is made with the family to complete the Annual Plan the CCS DD Program will take the steps to exit the individual from services once the COVID-19 stay is lifted by 12/31/2020.</p>	Annual Plan or Notice of Planned Action			
	The CCS Developmental Disabilities Program will retrain Services Coordinators on issuing Notices of Planned Action, specifically pertaining to closing files due to lack of contact with individuals or families by remediation due date.	Training Log			

Section: K.) Personnel	
Findings	
Areas of Strength	<ol style="list-style-type: none"> 1. All staff files contained an approved background check. 2. All new hires had with their application, the inquiry of any founded reports of child abuse or substantiated abuse. 3. All new hired employees and employees who changed positions had up-to-date job descriptions and documentation of confirmation of qualifications prior to hire. 4. All files contained documentation of annual notification of abuse reporting status. 5. All relevant files met the 20 hours of annual job-related training requirement.
Identified Issues #	No deficiencies found in this area and no corrective action is required.

Section: L.) Complaint Log	
Findings	
Areas of Strength	<ol style="list-style-type: none"> 1. The three CDDPs (Lake, Grant, Morrow/Wheeler/Gilliam) all maintain a current Complaint Log as required. 2. Complaint Logs at all three CDDPs contained all the required elements per the OARs.
Identified Issues #	No deficiencies found in this area and no corrective action is required.

Additional Comments



September 16, 2020

Community Counseling Solutions

Community Counseling Solutions ranked 40 among the 54 Large nonprofits that participated in the 2020 100 Best Nonprofits to Work For in Oregon survey.

The 100 Best list is comprised of the top 34 Large and top 33 Medium and Small Nonprofits that participated in our survey. Your 100 Best Nonprofits score was 534.72 and 81 of your Oregon employees completed the survey.

Oregon Business magazine and CheckPoint Surveys LLC are pleased to present the attached results of your company's participation in our survey. This information should help you better understand how your employees perceive their workplace.

You'll find here your **Basic Report**, which shows how employees rated their satisfaction (on a scale of -3 to +3) in regard to 20 workplace characteristics and 11 Sustainable Practices areas. The first chart shows their satisfaction (on a scale of 0-100) in the five broader survey categories, as well as Sustainable Practices, your Participation Score and your Employer Benefits Survey score. This feedback should validate your best practices and zero in on those workplace issues that remain a challenge. Your company's **Employee Comments** provides workplace feedback in your employees' own words. These anonymous comments tell you what they enjoy most about their jobs and what they would like to see changed.

Participating in the survey initiates an important dialog within your company. We encourage you to continue the discussion by sharing the information in this report with your employees through such forums as regular company meetings or off-site retreats. As a team you can devise key strategies to address the findings of the report. After 28 years of conducting this process, we know how much employees appreciate having their feedback acknowledged by management: Please let them know you heard them.

**Oregon
Business**
MAGAZINE





100 Best Nonprofits survey
2020 Basic Report with Employee Comments

Community Counseling Solutions

- Overall category scores
- Employee satisfaction ratings
- Employee write-in comments



2020 Basic Report with Employee Comments



How to read your results:

Scores for each employee survey statement, as shown in most the graphs of this report, were calculated from the average of all of your employee/volunteer ratings for that particular statement on the range of -3 (not at all satisfied), 0 being neutral, to +3 (very satisfied). To review all the survey statements, click on this link: <http://www.oregonbusiness.com/npsurveyinfo>

You'll note that we had six major categories in the employee survey:

- 1) Work Environment
- 2) Management & Communications
- 3) Mission & Goals
- 4) Career Development & Learning
- 5) Benefits & Compensation
- 6) Sustainable Practices (Used only to determine 100 Best Green Companies, released in June issue of *Oregon Business*)

The first graph in this report (8 vertical bars) displays your average score for each of these six major categories on a scale of 0 to 100 - keeping it consistent with scoring system used in past surveys for the magazine. It's the -3 to +3 average per category converted into a 100 point scale. The participation score was determined by comparing your organization's completion percentage to others in your respective size category. The last vertical bar titled "Employer Survey of Benefits" came from the employer survey completed by a representative of your organization. **A perfect score is 700.**

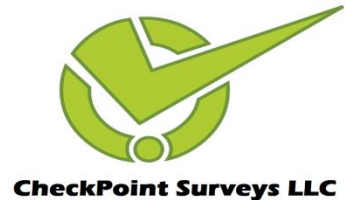
To order subsequent reports that include other data, such as importance ratings and benefits benchmarks, visit <http://www.oregonbusiness.com/100best/nonprofit/nonprofitssurvey>

Thank you. We hope these reports will help create best workplace practices within your organization.

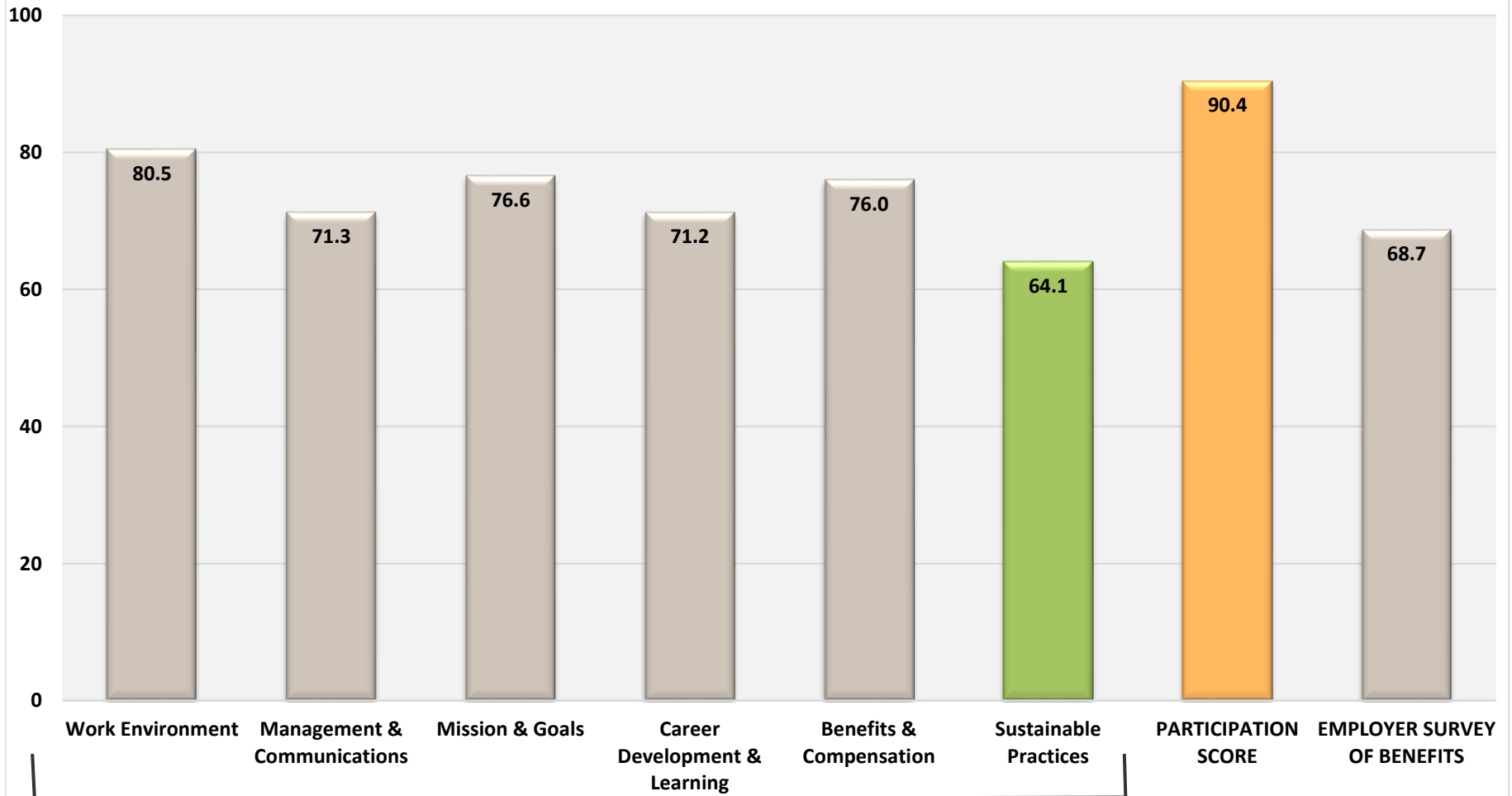
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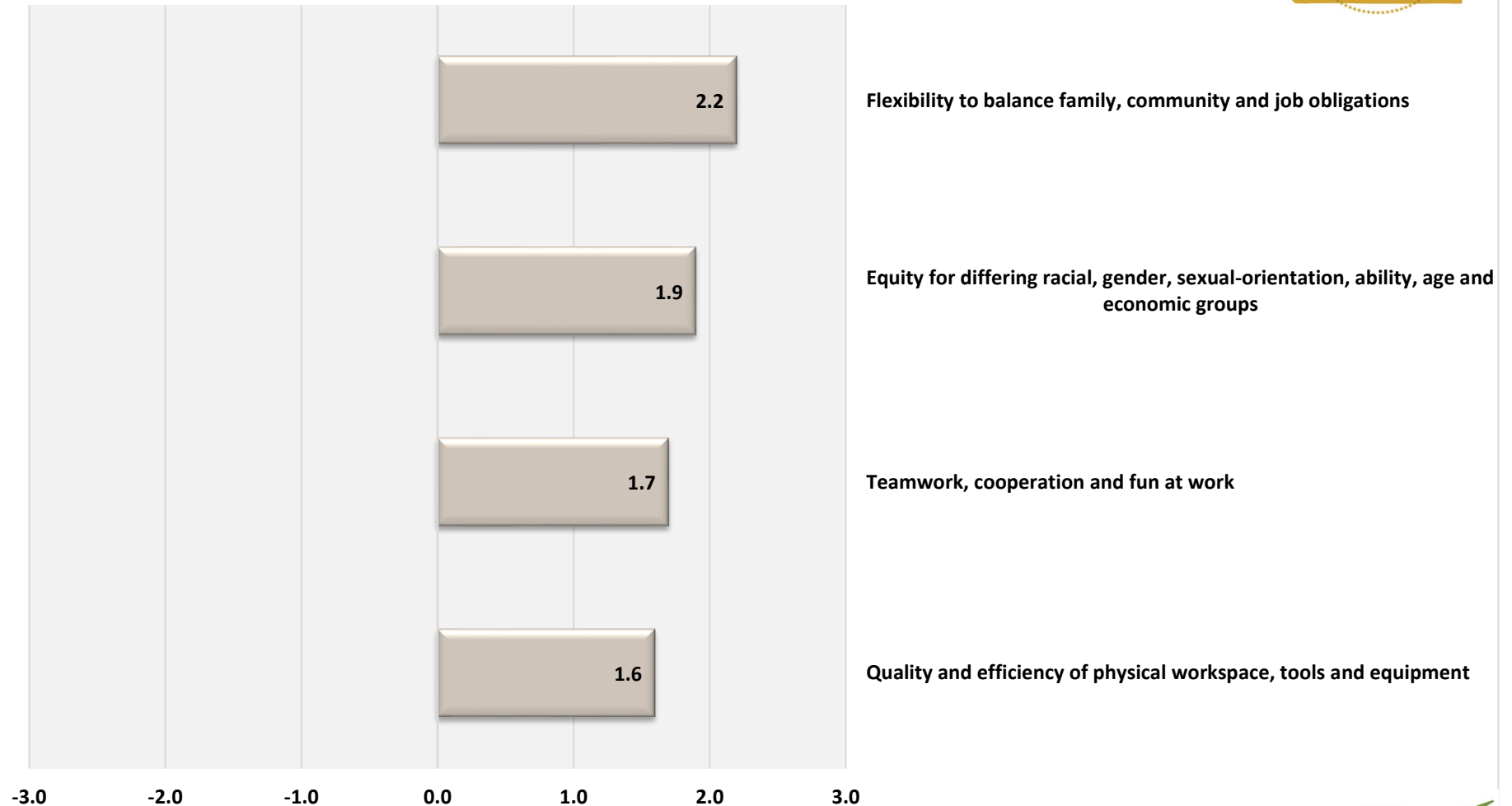
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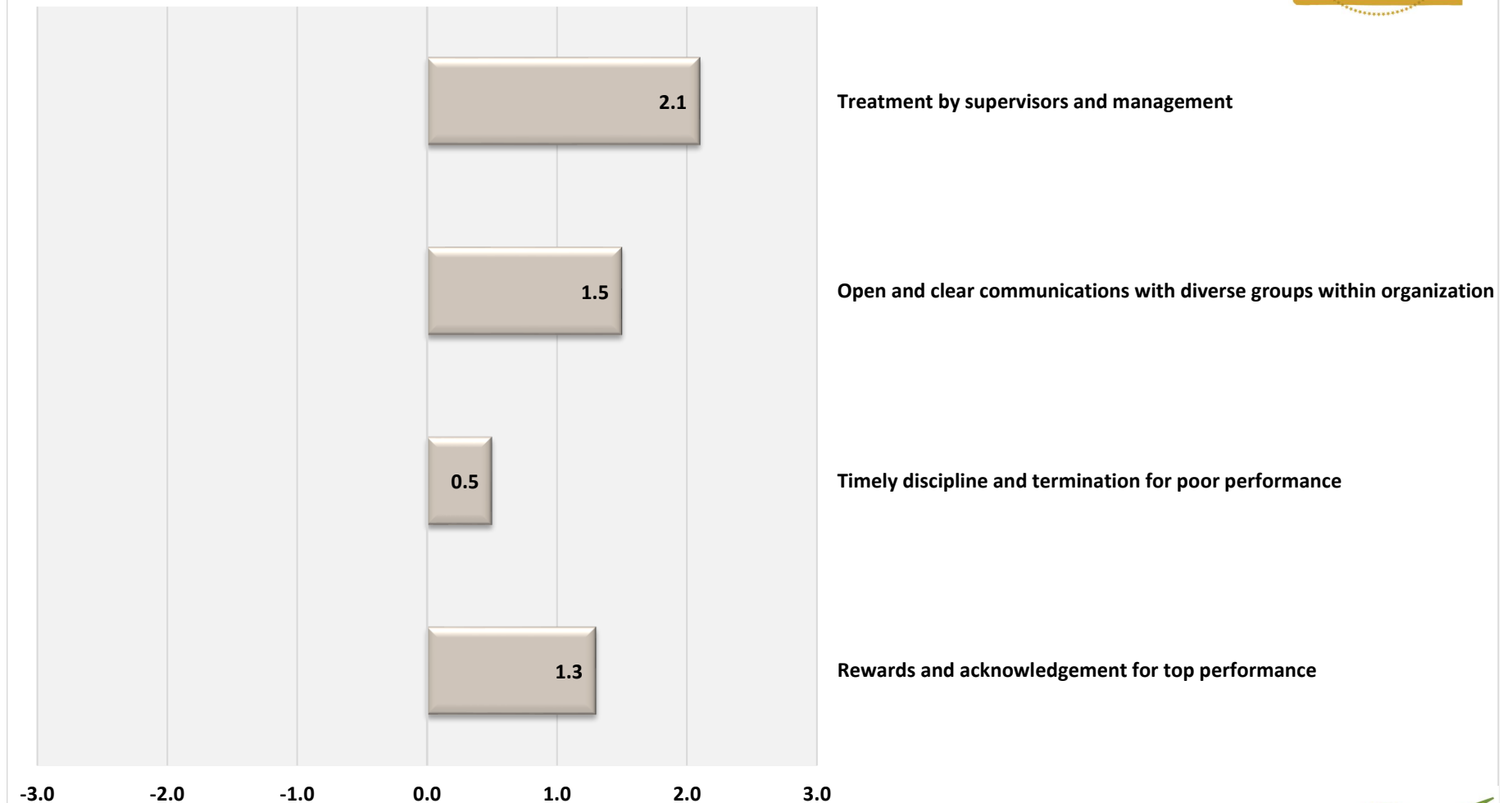
Overall category scores, 100-point scale
Employee satisfaction ratings and employer survey



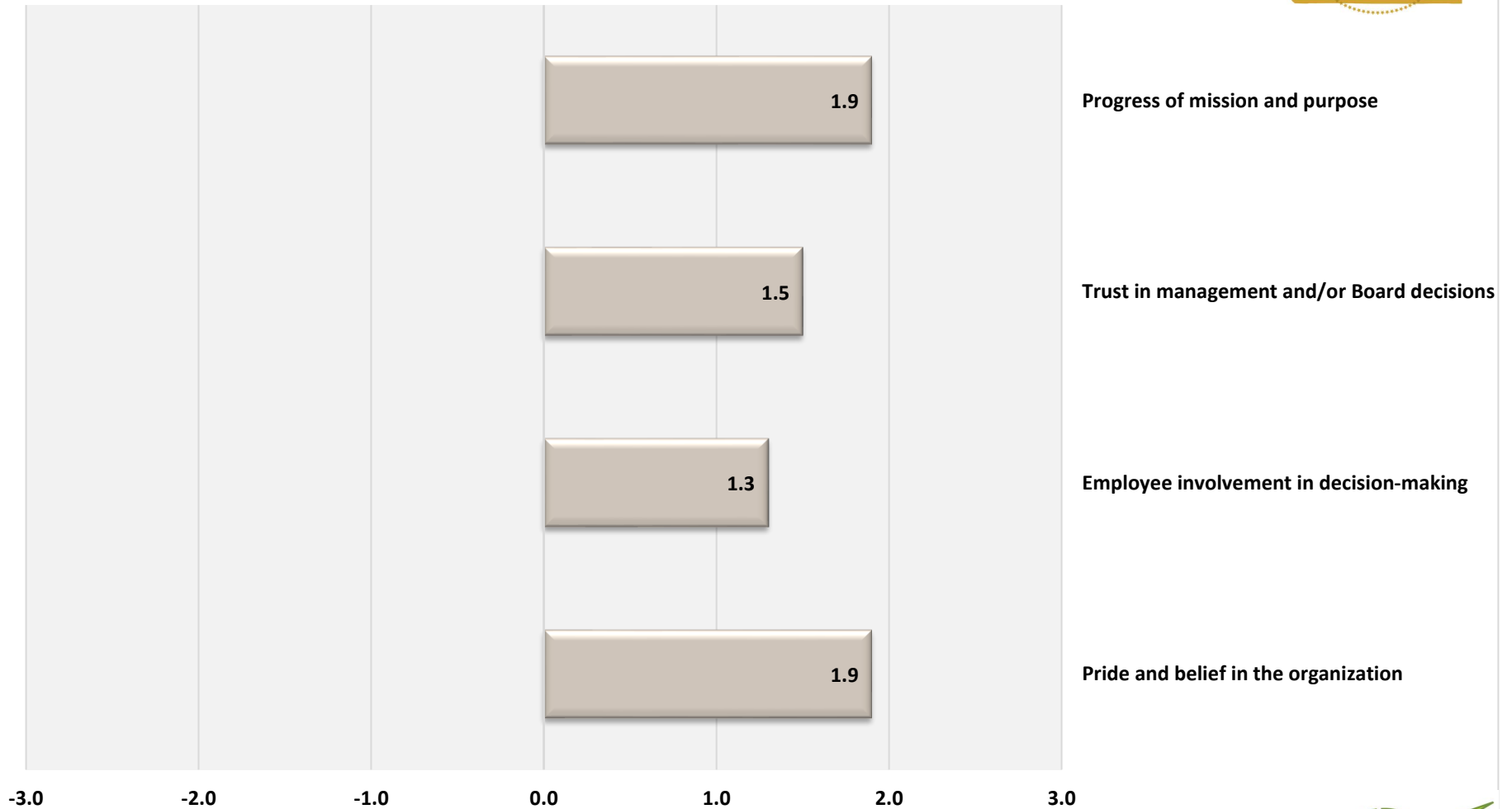
Employee satisfaction ratings
Work Environment



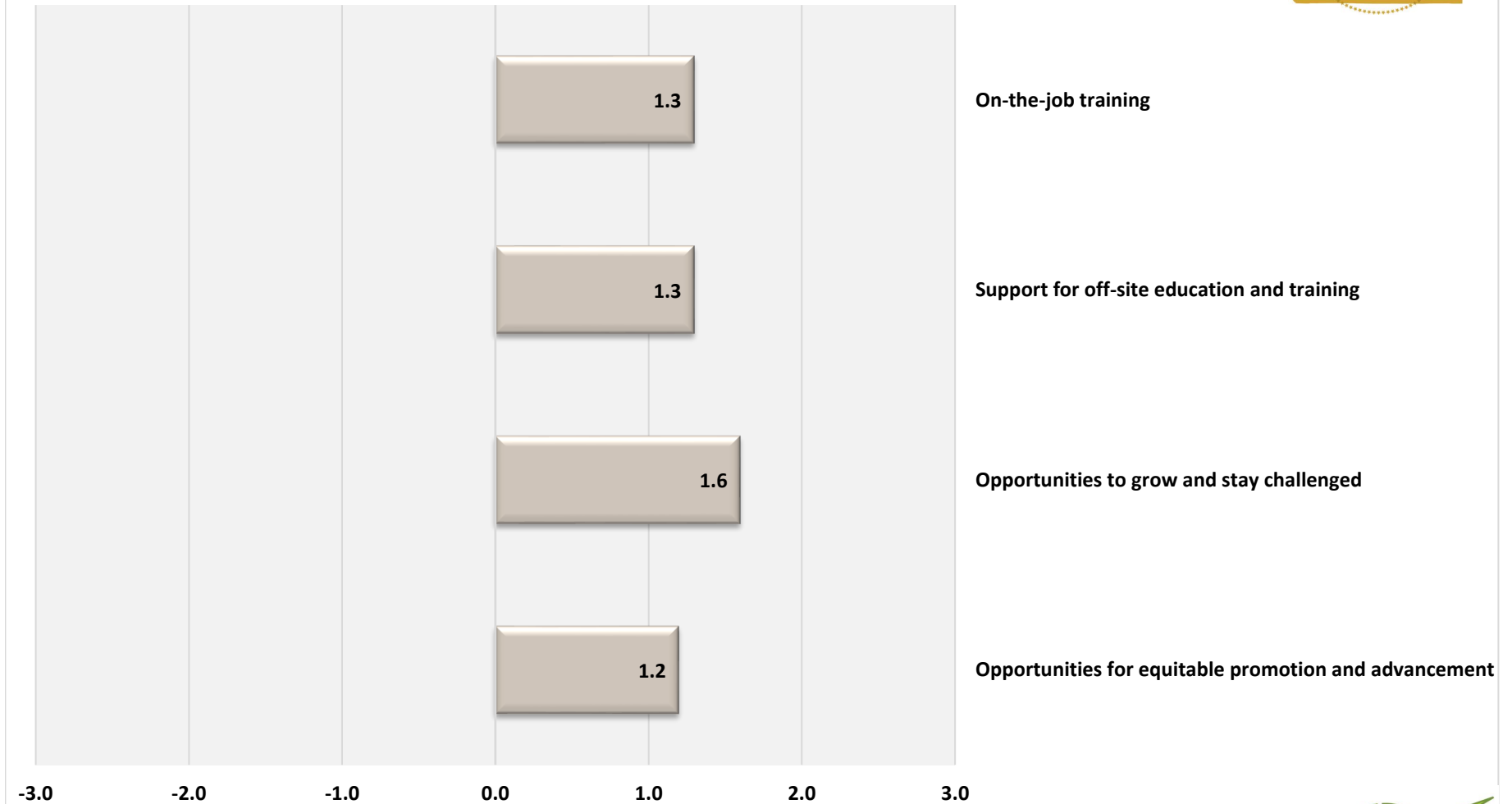
Employee satisfaction ratings
Management & Communications



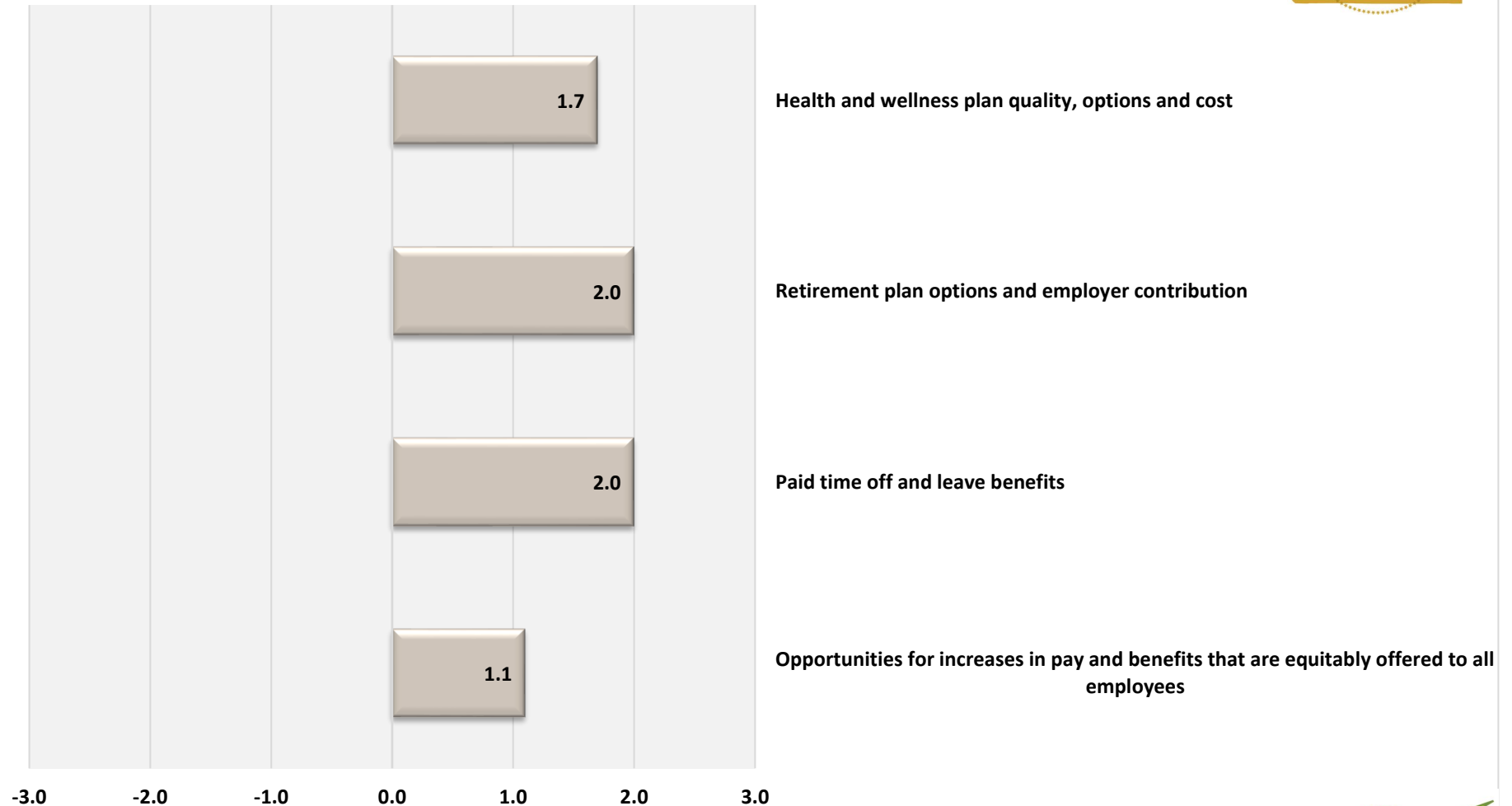
Employee satisfaction ratings
Mission & Goals



Employee satisfaction ratings
Career Development & Learning



Employee satisfaction ratings
Benefits & Compensation



**Employee satisfaction ratings
Sustainable Practices**
(Used for 100 Best Green Workplaces in June issue of Oregon Business)





100 Best Nonprofits survey

Employee write-in comments



Interested in additional information?

A comprehensive report provides:

- * Charts showing how your employees/volunteers responded to **importance** vs. **satisfaction** for each workplace quality. This allows you to find areas to reinforce and areas to improve. If "Teamwork, cooperation and fun at work" is very important to your employees and they are not at all satisfied with the current environment, you should know.
- * Charts showing how your employees/volunteers satisfaction/ importance responses compare to your choice of:
 - a) All the organizations in the survey
 - b) The 100 Best Nonprofits
 - c) The top 33/34 nonprofits in your size category

You can receive credit for money already invested in this report towards additional, specialized reports. These reports are available for year over year comparisons of your organization, demographic breakdowns and more.

Please contact Craig Peebles for more information at 503-445-8824 or craigp@oregonbusiness.com

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

1	CCS is a great agency to work for. Most employees are dedicated and appear to be committed to the mission. Most employees seem happy and I hear a lot of laughing (that's good). I feel that the board of directors and administration listens and works in the best interest of the employees and our communities.	I wish we were not so spread out. I don't think there is much to be done about that.
2	Kind people.	
3	Our organization clearly lives by our mission statement. Everyone I have interacted with from front desk staff to agency directors clearly cares about those we serve.	
4	You're assuming I think it's great.	Communication, ability of HR to give a damn and employee trustworthiness.
5	I enjoy my boss. I like that my job is close to where I live and that I only work 3 days a week so that I can have a lot of time with my family.	There are many things that could be improved. Within the group home that I work at, we are often forced to work with broken-down and nonoperational equipment. The annual raises are said to be merit based, but when a person gets an exceptional review, their raise is usually nonexistent, and those who do not do their job, are mean to both residents and staff, or hardly ever show up to work never get reprimanded.
6	I believe we have a wonderful board of directors as well as the Executive Director of our agency.	Recycling.
7		More support of my professional growth.
8	We are community partners helping individuals and families with needs to educate them on resources available to them for assistance both for mental health, public health and overall well-being; food, housing and transportation.	Hire additional QMHAs and QMHPs. Create a confidential environment where the clinician isn't talking to a front desk employee regarding clients' PHI.
9	Client best interest is a strong focus. Employees are supported in caring for families.	Don't feel safe sharing.
10	Coworkers.	Upper management and their accountability. Taking care of their employees and being open and honest with the board about what is really

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

		going on.
11	This company goes above and beyond to treat their employees like a family. It is a close community of employees that all look out for each other at work as well as in off time. This company steps up and helps employees' families if in need. They help their employees!	I was under the impression this company was a "degree driven" company, but I feel that the company overlooks the hard work that some employees have put into their educations and they're not paid what they should be for the education they have. It is hard to watch job postings come up that require less of a degree than what I have but pay a significant amount more than what I make.
12	We have a great team of supportive people with whom to work.	More time off; mental health days, for example, and a little more vacation. This is a stressful job!
13	They focus on teamwork and the ability for everyone to work together. Communication is a huge component especially between supervisors and supervisees.	I think that it would benefit CCS if we looked at hiring more clinicians in the rural areas where there may only be one or two clinicians.
14	Wages are very competitive, great benefits, great people working hard to help our community in a variety of ways.	More training for supervisory staff.
15	The people and the mission of helping others.	
16	There have been times in the not so distant past that I had lost faith in the agency's belief in its employees. However, the agency response to COVID-19 restored my faith. I truly believe upper management is making employee satisfaction, health and well-being a priority.	Continue to show employees that they are important and the backbone of the agency. Also, community partner satisfaction is very important, but in situations where community partner satisfaction is a detriment to agency employees, I would like to see the agency choose employees first.
17	Challenging environment, supportive board of directors, supportive CEO, supportive CFO, and wonderful supervisor. We have good benefits and some good people who work here.	Communication (create teams of folks that need to know information every time an event happens and get that information to them). Such as contracts: Develop who in the agency a contract affects, and make sure they get the ones that affect their jobs. Cross-training. Hiring process improvement (too slow). Reviewing job descriptions regularly, and training for admin staff on how to do that, and start that conversation with direct reports.

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

18	They care about workers, clients, volunteers, even bosses.	
19	The diverse group of employees and customers.	I would like to the option to work from home more often.
20	CCS is open to requests from the community as to developing new programs to meet community needs. It actively seeks current information that will help in meeting those needs, and actively takes steps toward meeting those stated needs.	Internally, CCS directors appear disconnected from their staff, and have been known to consistently use intimidation in their communication with staff both in open meetings and one-to-one interactions. CCS administrators repeatedly purport to want to "attract skilled and seasoned professionals" yet have driven away many of their well-equipped managers who will not tolerate this type of treatment, and they foster an atmosphere of timidity and insecurity among their clinical and support staff. CCS is located in a sparsely populated area, and staff have few options for employment in their stated field should they elect to leave CCS, and are unlikely to push against this type of treatment due to obvious consequences. New employees are unlikely to express their opinions regarding this form of treatment. Despite years of complaints from managers regarding these behaviors, little has changed. Staff have dubbed this "The CCS lie."
21	This is a safe place for those who are in need of MH and A&D services. We are able to help those who need a safe, nonjudgmental place; I see it as a place of refuge.	Communication between staff. Somehow convey we are all in this together and each person in this wheel "which is CCS" is important. We are a spoke in the wheel; if a spoke is damaged, it affects the entire wheel. I would like to see more collaboration between departments.
22	The time CCS spends nurturing and cultivating their employees is epic. This goes a long way toward job satisfaction and passes down to job performance and helping each and every one of us provide the quality services we do. They catch us doing something right and reward us for that with praise and recognition, and financially as well. I am proud to be a member of this organization because they hire the best and retain them.	

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

23	Great benefits. Doing a wonderful job for our community.	A very big lack of communication! Not everyone gets informed about what is going on here until it happens. Some clinicians treat front office staff like they should be their private assistant.
24		The pay rate along with cost-of-living raises, not merit-based raises. You can have an excellent review and not receive a raise, and that makes no sense at all.
25	The positive communication and collaborative/teamwork atmosphere are great. From staff, managers to program manager. It's really good.	Keeping in mind the program is totally dependent on the acquired funding. This particular office is so tiny, it really is quite difficult to work with more than one person in this office. It does interfere with client comfort levels, because they can overhear. Also our own ability to hear the client even though we are very considerate and supportive about the situation. It's better than no office.
26	They really care about their staff and working with each individual. They are very flexible with schedules and really make it a point to make people feel appreciated. They send out pins for years of service and make it a point to acknowledge every worker.	The lack of communication from supervisors to the employees, no weekly or even monthly meetings. We learn things from the internet or paper about stuff going on in our own company. When there are updates, we are the last to know. COVID really showed the lack of communication and what we as a company should be doing. I think we should sit down at least once in a while so people could ask questions and voice their concerns.
27	Supervisors are helpful and have the experiences of many of the positions they supervise. The job is very flexible and the supervisors seem very willing to accommodate any alternative needs or ideas employees might have. I feel relaxed and feel like I am co-creating or collaborating with supervisors when meeting about my work.	
28	Response to COVID-19 and remote work opportunities and support have been impressive. Grateful to Board and Executive Director for making this time of pandemic as stress-free as possible — their flexibility is very appreciated.	
29	Community Counseling Solutions is like a family, and I have been welcomed into that family. I have worked for many other organizations and many other people, but I have not found anything close	More tacos? Honestly, I don't have any complaints or suggestions to improve. This is the best company I have ever worked for and likely ever will.

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

	to CCS. I look forward to coming to work, I enjoy serving the communities we are in, and I appreciate the leadership of the agency greatly!	
30	A wonderful way to find support and a shoulder to lean on for an underserved population.	Increase numbers of peer supporters in the community.
31	Real people, real expectations.	Communication to all shifts.
32	This organization truly strives to focus on and meet their mission statement. They do this by supporting their direct customers, their staff, and the community organizations that we work with. The board and all the senior management do their best to model characteristics that support the mission statement, and take personal and professional pride in contributing their best work. They listen to the input and suggestions of the employees so that they can provide the best support possible to those working on the frontlines. I am truly proud to work here.	I would improve this company by organizing the on-boarding training process and giving new employees more time to learn about their position via shadowing, being observed, and longer training processes, so they feel more capable and prepared to do the work. There is a lot to learn, and it feels very overwhelming if you are brand-new. A longer period of training and a more organized process would solve problems that end up coming up later.
33	I love how everyone gets along and works together to help the people get better. They're very open to everyone being who they want to be.	I would like to see the RAs get a little more recognized for the hard work they do. I would like the RAs to get paid a little more than what we do.
34	The kindness and understanding plus addressing what needs to get done and how.	More training on computer, for those who are less familiar with one.
35	Understanding that we are all humans. I don't feel that any position here is more important than the next. I feel that the "top positions" are held to the same expectations as the frontline staff. All opinions and ideas are taken seriously. My health care for myself and family is amazing. I enjoy our team.	We need more staff in the HR department. They are always so busy, sometimes disciplinary items don't get addressed in a timely manner or the hiring process. I think that the frontline workers should be getting better pay.
36	Seeing the way we help clients turn themselves around.	Pay scale.
37	Provides a safe environment for the mentally ill. Employee appreciation (nothing).	Yearly cost of living! If you receive a good annual review, give a raise.

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

38	They sincerely care for the clients we serve.	Not much.
39	I love who I work with, and the team as a whole are great people.	The pay scale is very off. I've been in mental health for almost 10 years, working here for almost 3, and I get \$.06 more than people who've never worked in the field and are freshly hired. I like the job more than any job I've ever had, but I'm almost forced to find outside employment due to the pay.
40	Outreach and assistance to local individuals. Leadership and compassion.	Process of discipline when employees are not following protocols, or are unreliable employees.
41	I am so thankful for how flexible they are with my schedule and the support I have from everyone.	Space, there is not as much space as needed to grow. We have limited space but need more.
42	The David Romprey Oregon Warmline with Community Counseling Solutions is rated as one of the best Peer Support Warmlines in the country. In the last few months since I started working, the demand from people in need calling in has doubled if not almost tripled in volume. I have the privilege to work with an amazing group of supervisors and teammates that value great communication, support for team members, and the same tenacity to help people in need that call in. This organization is unique in the services it provides and deserves recognition from the community.	There is not really anything that I would improve other than perhaps more funding so that there can be better technology provided to operate. This would really only be computers for telecommuters like myself. I work from home since COVID hit, and the arrangement works so well. It would be great if we could have the best computers to conduct our calls and records.
43	We are a family, and everyone works toward a common goal.	Nothing.
44	There are many great things about our company, but I think the board of directors and Executive Director are what make it exceptional!	I can't really think of anything.
45	My boss, I have had the opportunity to work with him for the last 10+ years in a couple of different roles. I really appreciate his openness and honesty. He's been a tremendous mentor for me and makes coming to work tolerable when we have difficult times or clients in our program. He's always smiling and seems like he is having a	Our upper management could use some help, they aren't very personable or approachable. It always feels awkward when trying to talk with some of our leaders; they make us feel like we are less than they are. It feels like you are either in the in crowd or you are out, it's not a very inviting atmosphere they create.

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

	good time, and it rubs off on those around him.	
46	I like the people that I work with, it makes coming to work fun. I like the 3 days on, 4 days off; it helps with life balance. The clients that I get to work with.	We need stronger leadership. A good boss is sometimes hard to find, I left a job with a really good boss to come to CCS and I am disappointed with some of our leaders within the agency. I wonder if my boss even knows my name or what I actually do sometimes. I've seen some of the good leaders that CCS has, and I wish I worked with them. They are polite, friendly and approachable but also can get the job done. People in management roles should be assertive and have the people skills to be successful. We don't have many of those managers.
47	Working with kind and generous employees and management. My job helps me to feel like I am contributing to the good of our community.	
48	I enjoy working with my coworkers in the workspace at LVH that we have been able to create. It's a good atmosphere to work in led by good people. I do enjoy the amount of time off we get, though I would like a little more flexibility in my position.	Some consistency of treatment by our upper management and administration. You never know where you stand with people, and it's always a "What kind of mood is that person in today?" It's not good, it leaves a lot of uncertainty for employees and mid-level supervisors. We need improved leadership on all levels. We have handful of good leaders within the agency.
49	CCS really works to make sure those who are getting our services are getting great care. CCS works hard to bring us together even though we are spread throughout multiple counties. Our leadership, specifically our CEO, really cares about our organization and the people who make up the organization.	Paid maternity leave, more flexibility with hours and working from home.
50	CCS is an amazing company to work for! Encouraging, understanding, I feel they really care. This is my dream job/company. This company gave me the chance to reach goals.	
51	My coworkers, direct supervisor. Retirement match, employee recognition, our yearly eval system.	

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

52	Flexibility.	Nothing.
53	CCS has changed its focus from what it looks like from the outside in to what it looks like from the inside out over the last six to eight months. This has changed the dynamics within CCS significantly into a much better organization that is built on a great mission statement.	It needs to sustain the positive changes it has made over the last six months.
54	The enthusiasm of the director of the organization and the quality of time and energy put in to keep the employees doing their best.	I'm quite satisfied with my position and the amount of training I've received.
55	The openness and opportunity to feel like not just co-workers but family or close friends.	Increasing our hours to 24 hours a day may enable us to tap into an untapped resource. I feel sometimes we kind of end too early.
56	CCS is awesome when it comes to adopting new programs like zero suicide to really try and reduce death by suicide. CCS is a supportive organization that supports employees in furthering education, training, and growth within the agency. CCS strives to be client centered and offer diverse supports, making mental health services more attainable.	Cultural competency is an area that we are lacking in. CCS has done the bare minimum in keeping up to date. It is crucial to work on ways to support our people of color in our communities and recognizing bias, and how they contribute to the work that we do in the mental health field. Reducing waste is an area the agency can improve upon.
57	Flexibility. Type of work we do.	Being able to fill key positions in a timely manner.
58	This agency holds very high appreciation for their employees and understands the connection between amazing and efficient services, and the quality of compassion and support for the employees providing those services.	Increase the availability of on-site or in-agency training opportunities that can contribute toward continuing education credits for certifications or licensing. Being a rural agency, at times it can be difficult to rely on trainings that are held out of the area.
59		Boundaries and dual relationships addressed by example from the top down. There is a clear need for policy that eliminates dual relationships such as those created by hiring family members of executive/administrative staff and board members.
60	Great learning environment and helpful co-workers who are always willing to help.	Cultural competency.

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

61	It's such a solid organization.	
62	Everyone is supportive, and during COVID, sending out check-in emails to people they haven't met was amazing. It really makes me proud to work there.	We are spread out, so it would be awesome to see more connections with the other parts of CCS.
63	They are all so willing to come together and help each other in times of need.	I feel that the organization as a whole is doing good, especially when there is a need that can be addressed and fixed.
64	The department I work in is recognized by its customer base as the best in the nation on a consistent basis. My leadership team and co-workers are very supportive and easy to work with. I feel valued and appreciated. Hearing my customers say that they feel heard, validated and that at the end of our time together, their state of well-being has improved helps me know that I am providing a valuable and worthwhile service. I am honored to serve here.	Our organization has many different teams and service projects. I am fairly new to this organization, and it is the first time I have worked for a nonprofit program. I am confused as to how I fit into the greater scheme of things at CCS. There seems to be a significant power/privilege difference between CCS Mental Health Service Delivery staff and the outreach program I work in. This lends to a sense of feeling "less than" or underappreciated. Company communication is often sent out via email to the entire organization that is intended only for CCS Mental Health practitioners. Having a graduate-level educational background in social work, I feel that our section of the CCS team has much valuable insight to offer the Mental Health side with regard to how their "best practices" actually impact their customer base, and thus collaboration and team building among our different programs should be supported to bridge the significant current divisions such that a more tangible wraparound approach to service delivery might be achieved. I also feel we as an organization could reach even higher levels of customer and employee satisfaction if opportunities to foster solid connections across programs were supported. I feel validated and supported within my particular program. However, with regard to the other programs and the organization as a whole, I frankly feel marginalized, isolated and disconnected. Recently, there was an activity in which we as a company were encouraged to

Employee Comments for Community Counseling Solutions — 2020

What about your organization makes it great?

What about your organization would you like to improve?

		<p>reach out to the CCS Director's Executive Assistant to answer questions about ourselves that others would not necessarily know. I believe perhaps that activity was only meant for the Mental Health side of the organization, because I have had no opportunity to be introduced or supported in "knowing/establishing" peer relationships with these staff members save the exception of one sole employee whom I saw regularly because we physically worked at the same building. Since interaction between my program and the rest of the organization is not fostered or supported at this time, there is no way that I could truly participate in this activity other than to submit a reply email to the E.C. about myself. I regularly receive similar emails even though they in spirit are not intended for me. Receiving email invites to these activities and knowing that they do not apply to me (i.e., Christmas parties for the Boardman and Heppner Mental Health Staff), which I can physically get to in December, leave me feeling intentionally left out. In all fairness, I did have an opportunity to communicate about this concern via email with the director. Though I reviewed the content of this email with a program supervisor prior to sending it, and the director has invited me to have an in-person discussion about these concerns, I cannot help sensing based on her reply that there is still a significant power imbalance standing in the way of truly being heard and having my concerns validated. The incredible training I received to do my present job is predicated on the concepts of eliminating power differences and mutual empowerment via the establishment of trust and open-mindedness such that there is a balancing of power. It is my hope that as I continue in employment with this company, the concept of shared power and privilege will permeate and help shape/create opportunities for collaboration across all of our CCS programs such that no employee needs to feel less than or left out.</p>
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
7d

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

Presenter at BOC: Justin Nelson

Phone Number (Ext): 5626

Department: County Counsel / Planning Department

Requested Agenda Date: 10/7/2020

Short Title of Agenda Item:

(No acronyms please)

**Hearing Cancellation Discussion- Appeal of Morrow County Planning
Commission decision LUD-N-26-20**

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____ DATE	Department Director	Required for all BOC meetings
 DATE	Administrator	Required for all BOC meetings
10/5/2020 DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	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):

County Counsel discussion regarding need to cancel appeal of LUD-N-26-20 scheduled for October 14, based upon applicant's filing with Morrow County Circuit Court.

2. FISCAL IMPACT:

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

Move to cancel the scheduled hearing for LUD-N-26-20 appeal until further action of the Morrow County Circuit Court as required by ORS 215.429(2).

☒ Attach additional background documentation as needed.



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

(For BOC Use)
Item #

4e

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 10/7/2020

(No acronyms please)

Planning Director Designation - ORS 215.042

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 5 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Lindsay Grogan

10/05/2020

Department Director

Required for all BOC meetings

DATE

[Signature]

DATE

Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Per ORS 215.042(1) the governing body of each county shall designate an individual to serve as planning director for the county responsible for administration of planning. The governing body shall provide employees as necessary to assist the director in carrying out responsibilities. The director shall be the chief administrative officer in charge of the planning department of the county, if one is created.

With the recent hire of Tamra Mabbott as the Planning Director for Morrow County, we would like to designate her as the planning director per ORS. This would remove the designation from Stephanie Case.

2. FISCAL IMPACT:

None

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

Motion to designate Tamra Mabbott as the individual to serve as the planning director to meet the statutory requirements of ORS 215.042.

☒ Attach additional background documentation as needed.

215.020 Authority to establish county planning commissions. (1) The governing body of any county may create and provide for the organization and operations of one or more county planning commissions.

(2) This section shall be liberally construed and shall include the authority to create more than one planning commission, or subcommittee of a commission, for a county or the use of a joint planning commission or other intergovernmental agency for planning as authorized by ORS 190.003 to 190.130. [Amended by 1973 c.552 §1; 1975 c.767 §15]

215.030 Membership of planning commission. (1) The county planning commission shall consist of five, seven or nine members appointed by the governing body for four-year terms, or until their respective successors are appointed and qualified; provided that in the first instance the terms of the initial members shall be staggered for one, two, three and four years.

(2) A commission member may be removed by the governing body, after hearing, for misconduct or nonperformance of duty.

(3) Any vacancy on the commission shall be filled by the governing body for the unexpired term.

(4) Members of the commission shall serve without compensation other than reimbursement for duly authorized expenses.

(5) Members of a commission shall be residents of the various geographic areas of the county. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit, as individuals, or be members of any partnership or officers or employees of any corporation that is engaged principally in the buying, selling or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of occupation, business, trade or profession.

(6) The governing body may designate one or more officers of the county to be nonvoting members of the commission.

(7) Except for subsection (5) of this section, the governing body may provide by ordinance for alternative rules to those specified in this section. [Amended by 1963 c.619 §2; 1973 c.552 §2; 1977 c.766 §1]

215.035 [1973 c.552 §10; renumbered 244.135 in 1993]

215.040 [Amended by 1973 c.552 §3; repealed by 1977 c.766 §16]

215.042 Planning director. (1) The governing body of each county shall designate an individual to serve as planning director for the county responsible for administration of planning. The governing body shall provide employees as necessary to assist the director in carrying out responsibilities. The director shall be the chief administrative officer in charge of the planning department of the county, if one is created.

(2) The director shall provide assistance, as requested, to the planning commission and shall coordinate the functions of the commission with other departments, agencies and officers of the county that are engaged in functions related to planning for the use of lands within the county.

(3) The director shall serve at the pleasure of the governing body of the county. [1973 c.552 §9]

215.044 Solar access ordinances; purpose; standards. (1) County governing bodies may adopt and implement solar access ordinances. The ordinances shall provide and protect to the extent feasible solar access to the south face of buildings during solar heating hours, taking into



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

(For BOC Use)
Item #

79

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

Presenter at BOC: Kate Knop

Department: Finance

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext): 5302

Requested Agenda Date: 10/7/2020

Disbursement of Funds to Non-profits

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Kate Knop

10/5/20

Department Director

Required for all BOC meetings

DATE



DATE

Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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

The Board of Commissioners are requesting a follow up conversation regarding the July 22, 2020 meeting agenda item addressing the budget appropriation for the Grants to Cities and Non-profits.

1. Attached are the meeting minutes from July 22, 2020.

2. Additional notes:

a. Most of the non-profits are supported by the general fund and have received some money year-to-date. (e.g. Neighborhood Center).

b. Attached is the revised Grants to Cities spreadsheet which reflects the current fiscal year appropriation of \$379k. These dollars are also in general fund.

c. The Lottery Fund includes \$114,680 in appropriations for FY 2020-2021. The non-profits total \$87,467 and the county cash available is \$59,908. No distributions have been made this year.

2. FISCAL IMPACT:

To be determined.

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

☒ Attach additional background documentation as needed.

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

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell; Staff: Darrell J. Green, Kate Knop, Roberta Lutchter, Richard Tovey; Non-Staff: Dave Sykes

Present Via Electronic Means

Commissioner Jim Doherty; Staff: Stephanie Case, Bobbi Childers, Mike Gorman, Lindsay Grogan, Gayle Gutierrez, Christy Kenny, Diane Kilkenny, Matt Scrivner, Linda Skendzel, Vickie Turrell, LeAnn Wright, Gregg Zody; Non-Staff: Sheryll Bates, Torrie Griggs, Erica Lasater, Lisa Mittelsdorf, Karen Pettigrew, Lori Roach, Greg Sweek, Sandy Toms and two unidentified callers

Call to Order & Pledge of Allegiance: 9:03 a.m., followed by roll call

City & Citizen Comments: None

Open Agenda: Chair Lindsay requested that the Road Department Monthly Report be followed by an update on traffic control within the energy project areas.

Consent Calendar

The Amended Coronavirus Aid, Relief and Economic Security Act (CARES) – Coronavirus Relief Fund Grant Agreement was moved to Business Items for discussion.

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

1. *Accounts Payable, July 23rd, \$408,246.46*
2. *Minutes: May 6th & May 13th*
3. *Northeast Oregon Forests Resource Advisory Committee Nominee for the Resource Advisory Committee for Umatilla, Wallowa-Whitman and Malheur National Forests:
Mike Gorman*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Amended CARES Act – Coronavirus Relief Fund (CRF) Grant Agreement

Commissioner Russell explained some counties found fault with the State agreement because it placed most of the liability on the counties and not on the State. The Oregon County Counsel Association negotiated an amended version and the Association of Oregon Counties recommended counties now sign the amended agreement, he said.

Because the draft in the Agenda Packet was not ready for signature, County Counsel Richard Tovey said he would obtain the correct agreement for signature.

Commissioner Russell moved to authorize Chair Lindsay to sign the Amended CARES Act – Coronavirus Relief Fund Grant Agreement #1025 on behalf of the County after County Counsel has reviewed, approved and provided the most current agreement for signature, given it is similar to what was reviewed today. Commissioner Doherty seconded. Unanimous approval.

Chair Lindsay asked if Mr. Echenrode had seen a commitment on the loop roads yet. He replied he had not and wasn't sure it had been accepted by the City of Boardman, but thought there was adequate room for them. The Port had an engineer go out to that area, he added.

After discussion about how long the various proposed routes will be under consideration by UEC, Mr. Echenrode clarified UEC was asking for the option to execute an easement, and if it was not needed, it wouldn't be executed. It's true for all the easements, he said, they're secured as options to exercise once a completed route has been found.

Discussion continued. The Board decided to bring this topic to an upcoming meeting agenda.

Economic Impact & Discussion of COVID-19

Kate Knop, Finance Director

Ms. Knop said major negative impacts to revenue were projected to be between 23-30%. Morrow County would be using its reserve to support the current year budget appropriations, which could potentially be done but next year there would be a greater cut, she said. She asked the Commissioners what information they would like presented in order to discuss this in greater depth during a Work Session. She explained that whenever budgets increase or decrease by 10% or more, the Budget Committee would be required to reconvene.

Chair Lindsay said it would be hard to only analyze certain parts of the budget, so she asked for a "big picture analysis" of the entire budget. She said department directors needed to be a part of the analysis and they should plan to reduce their budgets by some percentage. Commissioner Russell agreed, while Commissioner Doherty said he was still trying to absorb the information and would meet individually with Ms. Knop to gain a better understanding of the situation. He did say that the Grant to Cities program should be up for discussion, which was agreeable to the other two Commissioners.

Ms. Knop asked for direction regarding the disbursement of appropriations to non-profits, such as the Neighborhood Center of South Morrow County and the Irrigon-Boardman Emergency Assistance Center. The direction from the Commissioners was not to give any organization a lump sum distribution but to instead give a monthly proportional amount. A Work Session was tentatively scheduled for September.

Equity Fund & Resiliency Dollars

Darrell Green, Administrator

Mr. Green said during the 2020-2021 Budget Committee meetings, \$500,000 was set aside to help small businesses adversely impacted by COVID-19. He asked how the Board wanted to disburse the funds and then offered several options for consideration.

Commissioner Russell said he preferred a combination of grants and loans. Discussion.

The Board agreed by consensus to form a subcommittee consisting of Mr. Green, Ms. Knop, Commissioner Doherty and Gregg Zody, Community Development Director.

Irrigon Building Update

Budget Revenue & Forecast
Covid - 19
Reduction <23%>

	#219 Video Lottery	#214 Fair Fund	#101 - 106 Veteran's Dept	Total
Beginning Fund Balance	53,993			
<u>Grant Revenue</u>				
Lottery	87,000	53,166	78,054	218,220
Reduction <23%>	(20,010)	-	-	(20,010)
Total Grant Revenue	66,990	53,166	78,054	198,210
Materials & Services				
Other	27,213			
MC Tourism	15,000			
Extension Agent	23,680			
Other Requirements				
Tfr to Rodeo Fund	10,000			
Tfr to Museum	11,000			
Tfr to WCVED	25,000			
Tfr Airport Fund	30,000			
Total Expenditures	141,893			
Total	\$ (20,910)	\$ 53,166	\$ 78,054	

*The Fair and Veteran's revenue forecast does not reflect a reduction with one exception.
The Veteran Suicide Awareness may not be funded.*

Budget Revenue & Forecast
Covid - 19
Reduction <30%>

	#219 Video Lottery	#214 Fair Fund	#101 - 106 Veteran's Dept	Total
Beginning Fund Balance	53,993			
<u>Grant Revenue</u>				
Lottery	87,000	53,166	78,054	218,220
Reduction <30%>	(26,100)	-	-	(26,100)
Total Grant Revenue	60,900	53,166	78,054	192,120
Materials & Services				
Other	27,213			
MC Tourism	15,000			
Extension Agent	23,680			
Other Requirements				
Tfr to Rodeo Fund	10,000			
Tfr to Museum	11,000			
Tfr to WCVED	25,000			
Tfr Airport Fund	30,000			
Total Expenditures	141,893			
Total	\$ (27,000)	\$ 53,166	\$ 78,054	

*The Fair and Veteran's revenue forecast does not reflect a reduction with one exception.
The Veteran Suicide Awareness may not be funded.*

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

219-VIDEO LOTTERY ECON DEV

ECONOMIC DEVELOPMENT

	2017-2018	2018-2019	2019-2020	Y-T-D	2020-2021	
	ACTUAL	ACTUAL	CURRENT BUDGET	ACTUAL	REQUESTED BUDGET	APPROVED BUDGET
REVENUES						
GRANT REVENUE						
219-219-3-30-3584 VIDEO LOTTERY ECON. DE	86,798	81,341	75,000	86,269	87,000	87,000
TOTAL GRANT REVENUE	86,798	81,341	75,000	86,269	87,000	87,000
REIMBURSEMENTS						
219-219-3-80-7075 REIMBURSED ITEMS	0	0	0	0	0	0
TOTAL REIMBURSEMENTS	0	0	0	0	0	0
TOTAL REVENUES	86,798	81,341	75,000	86,269	87,000	87,000
EXPENDITURES						
MATERIALS & SERVICES						
219-219-5-20-3143 PROFESSIONAL SERVICES	213	0	0	213	0	0
219-219-5-20-3811 PARKS WEBSITE/BROCHUR	0	0	0	0	0	0
219-219-5-20-3813 OTHER EXPENSES	0	0	449	0	27,213	27,213
219-219-5-20-3815 IMPACT FEES	0	0	0	0	0	0
219-219-5-20-3819 M C TOURISM	10,000	10,000	10,000	7,000	10,000	15,000
219-219-5-20-3828 EXTENSION AGENT	10,000	10,000	23,680	23,680	23,680	23,680
TOTAL MATERIALS & SERVICES	20,213	20,000	34,129	30,893	60,893	65,893
CAPITAL OUTLAY						
219-219-5-40-4403 LARGE FORMAT SCANNER	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0
OTHER REQUIREMENTS						
219-219-5-50-5001 TRANSFER TO G.F. PLANN	0	0	0	0	0	0
219-219-5-50-5002 TRANSFER TO GF	0	0	21,000	0	0	0
219-219-5-50-5003 TRANSFER TO RODEO FUND	10,000	10,000	10,000	10,000	10,000	10,000
219-219-5-50-5004 TRANSFER TO MUSEUM	11,000	11,000	11,000	11,000	11,000	11,000
219-219-5-50-5006 TRANSFER TO FAIR FUND	5,000	5,000	5,000	5,000	5,000	0
219-219-5-50-5007 TRANS TO MCV EC DEVEL	25,000	25,000	25,000	25,000	25,000	25,000
219-219-5-50-5008 TRANS TO AIRPORT FUND	0	16,000	30,000	22,500	30,000	30,000
TOTAL OTHER REQUIREMENTS	51,000	67,000	102,000	73,500	81,000	76,000
ENDING FUND BALANCE						
219-219-5-90-9001 UNAPPROPRIATED ENDING	0	0	0	0	0	0
TOTAL ENDING FUND BALANCE	0	0	0	0	0	0
TOTAL EXPENDITURES	71,213	87,000	136,129	104,393	141,893	141,893
REVENUE OVER/(UNDER) EXPENDITURES	15,584	(5,659)	(61,129)	(18,125)	(54,893)	(54,893)

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

214-FAIR

NON-DEPARTMENTAL

	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)		
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	REQUESTED BUDGET	APPROVED BUDGET
REVENUES						
TAX REVENUE						
214-100-3-10-0104 PREVIOUSLY LEVIED TAXE	905	1,581	1,000	887	1,000	1,000
214-100-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
214-100-3-10-9002 TAXES NBCESSARY TO BAL	64,209	68,897	72,674	78,521	72,674	72,674
214-100-3-10-9003 TAXFS COLLECTED IN YR	0	0	0	0	0	0
TOTAL TAX REVENUE	65,114	70,478	73,674	79,408	73,674	73,674
GRANT REVENUE						
214-100-3-30-3584 VIDEO LOTTERY	53,167	53,167	53,166	53,167	53,166	53,166
214-100-3-30-3614 FISH AND WILDLIFE	0	0	0	8	0	0
TOTAL GRANT REVENUE	53,167	53,167	53,166	53,174	53,166	53,166
CHARGES FOR SERVICES						
214-100-3-40-4351 GROUNDS RENTAL-OTHER T	2,080	2,883	1,500	1,265	1,500	1,500
214-100-3-40-4760 RENT TABLES & CHAIRS	135	210	200	130	200	200
214-100-3-40-4763 ARENA RENTAL	0	0	0	0	0	0
214-100-3-40-4764 LIGHT REVENUE	0	0	0	0	0	0
TOTAL CHARGES FOR SERVICES	2,215	3,093	1,700	1,395	1,700	1,700
MISCELLANEOUS REVENUE						
214-100-3-60-4187 MISC REVENUE	1,555	880	0	785	0	0
TOTAL MISCELLANEOUS REVENUE	1,555	880	0	785	0	0
SALES OF ASSETS						
214-100-3-64-6911 SALE OF COUNTY LAND	0	116	0	0	0	0
TOTAL SALES OF ASSETS	0	116	0	0	0	0
INVESTMENT EARNINGS						
214-100-3-65-0105 INVESTMENT EARNINGS	2,045	4,519	2,000	4,688	2,000	2,000
TOTAL INVESTMENT EARNINGS	2,045	4,519	2,000	4,688	2,000	2,000
REIMBURSEMENTS						
214-100-3-80-7075 REIMBURSED ITEMS	0	0	100	0	100	100
TOTAL REIMBURSEMENTS	0	0	100	0	100	100
TRANSFER FROM OTHER FUND						
214-100-3-90-3821 TRANS FROM SHEPHERDS F	0	0	0	0	0	0
214-100-3-90-3822 TRANSFER FROM TIPPAGE	0	0	0	0	0	0
214-100-3-90-3823 TRANSFER FROM ASPHALT	0	0	0	0	0	0
214-100-3-90-3824 TRANSFER FROM GEN. FUN	0	0	0	0	0	0
214-100-3-90-3827 TRANS FROM VIDEO LOTTE	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL TRANSFER FROM OTHER FUND	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL REVENUES	129,094	137,252	135,640	144,450	135,640	135,640

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

101-GENERAL FUND

VETERANS

	2017-2018	2018-2019	2019-2020	Y-T-D	2020-2021	
	ACTUAL	ACTUAL	CURRENT BUDGET	ACTUAL	REQUESTED BUDGET	APPROVED BUDGET
REVENUES						
GRANT REVENUE						
101-106-3-30-3511 AID TO COUNTIES	40,696	96,164	78,054	58,541	78,054	78,054
101-106-3-30-3512 SB1100	16,433	0	0	0	0	0
101-106-3-30-3513 VETS EXTENDED OUTREACH	0	0	0	0	0	0
101-106-3-30-3514 OUTREACH DISCRETIONARY	0	0	0	0	0	0
TOTAL GRANT REVENUE	57,129	96,164	78,054	58,541	78,054	78,054
MISCELLANEOUS REVENUE						
101-106-3-60-4187 MISC REVENUE	4,700	0	3,000	3,000	3,000	3,000
TOTAL MISCELLANEOUS REVENUE	4,700	0	3,000	3,000	3,000	3,000
REIMBURSEMENTS						
101-106-3-80-7075 REIMBURSED ITEMS	0	0	0	99	0	0
TOTAL REIMBURSEMENTS	0	0	0	99	0	0
TOTAL REVENUES	61,829	96,164	81,054	61,639	81,054	81,054
EXPENDITURES						
PERSONNEL SERVICES						
101-106-5-10-1001 VETERANS OFFICER	39,632	51,888	53,445	51,390	55,048	55,048
101-106-5-10-1002 OFFICE ASSISTANT	6,475	10,857	14,140	12,795	14,924	14,924
101-106-5-10-1301 FICA	2,853	3,994	4,190	3,980	4,338	4,338
101-106-5-10-1302 WORKERS COMP	61	62	52	32	65	65
101-106-5-10-1303 PACIFIC MUTUAL	13,821	13,284	13,254	12,745	13,652	13,652
101-106-5-10-1305 AOC-MEDICAL	50	50	0	50	0	0
101-106-5-10-1306 DENTAL	0	0	0	0	0	0
101-106-5-10-1309 UNEMPLOYMENT INSURANCE	802	807	766	699	684	684
101-106-5-10-1316 PRINCIPAL FINANCIAL GR	62	62	62	61	62	62
101-106-5-10-1317 UNITED HERITAGE LIFE	52	52	52	39	52	52
101-106-5-10-1320 VACATION ACCRUALS (	1,226)	1,861	1,395	0	1,437	1,437
101-106-5-10-1321 MANDATED MEDICARE	667	934	980	931	1,015	1,015
TOTAL PERSONNEL SERVICES	63,248	83,851	88,336	82,721	91,277	91,277
MATERIALS & SERVICES						
101-106-5-20-2110 OFFICE SUPPLIES	393	2,108	740	710	740	740
101-106-5-20-2111 STATIONERY OFFICE	3,589	0	0	0	0	0
101-106-5-20-2282 OPERATING SUPPLIES-O&E	943	12,908	19,705	15,387	8,544	8,544
101-106-5-20-2283 OPERATING SUPPLIES	4,913	0	0	0	0	0
101-106-5-20-2284 SB1100 CARRYOVER FUNDS	0	0	0	0	0	0
101-106-5-20-3240 TELEPHONE-BUSINESS EXP	3,303	3,539	4,800	3,933	3,800	3,800
101-106-5-20-3247 OFFICE RENT-E&E	1,500	1,517	1,680	1,500	1,680	1,680
101-106-5-20-3311 LODGING & MEALS-E&E	988	1,517	1,300	960	1,300	1,300

Distribution Comparison for Morrow County Grants to Cities (FY 20-21) - \$379,000 Total

	Boardman	Heppner	Irrigon	Ione	Lexington	Total
PSU Population	3,690	1,295	1,990	330	265	7,570
Percent of total	48.75%	17.11%	26.29%	4.36%	3.50%	100%
Even - Split	\$ 75,800	\$ 75,800	\$ 75,800	\$ 75,800	\$ 75,800	\$ 379,000
Population Only	\$ 184,744	\$ 64,836	\$ 99,631	\$ 16,522	\$ 13,268	\$ 379,000
50% Population	\$ 92,372	\$ 32,418	\$ 49,816	\$ 8,261	\$ 6,634	\$ 189,500
50% Even	\$ 37,900	\$ 37,900	\$ 37,900	\$ 37,900	\$ 37,900	\$ 189,500
Total	\$ 130,272	\$ 70,318	\$ 87,716	\$ 46,161	\$ 44,534	\$ 379,000
37.5% Population	\$ 69,279	\$ 24,313	\$ 37,362	\$ 6,196	\$ 4,975	\$ 142,125
62.5% Even	\$ 47,375	\$ 47,375	\$ 47,375	\$ 47,375	\$ 47,375	\$ 236,875
Total	\$ 116,654	\$ 71,688	\$ 84,737	\$ 53,571	\$ 52,350	\$ 379,000

GL: 101-199-5-50-5171

Morrow County Grants to Cities (FY 17--20)

	Boardman	Heppner	Irrigon	lone	Lexington	Total
37.5% Population	\$ 181,069	\$ 65,246	\$ 99,013	\$ 16,626	\$ 13,046	\$ 375,000
62.5% Even	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
<i>Total</i>	<i>\$ 306,069</i>	<i>\$ 190,246</i>	<i>\$ 224,013</i>	<i>\$ 141,626</i>	<i>\$ 138,046</i>	<i>\$ 1,000,000</i>
<i>Allocation</i>	<i>31%</i>	<i>19%</i>	<i>22%</i>	<i>14%</i>	<i>14%</i>	<i>100%</i>

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

101-GENERAL FUND

NON-DEPARTMENTAL

	2017-2018	2018-2019	2019-2020	Y-T-D	2020-2021	APPROVED
	ACTUAL	ACTUAL	CURRENT BUDGET	ACTUAL	REQUESTED BUDGET	BUDGET
CAPITAL OUTLAY						
101-199-5-40-4103 BUILDING MAINTENANCE	35,754	0	0	0	0	0
101-199-5-40-4104 CLOCK TOWER PROJECT	0	0	0	0	0	0
101-199-5-40-4105 COUNTY VEHICLES	0	0	30,000	0	30,000	30,000
101-199-5-40-4106 COURTHOUSE MORTAR WORK	1,650	0	0	0	0	0
101-199-5-40-4107 FAIRGROUNDS PAVING PRO	0	0	0	0	0	0
101-199-5-40-4108 COURTHOUSE UPGRADES	0	0	0	0	50,000	50,000
101-199-5-40-4109 TIME KEEPING SOFTWARE	0	0	0	0	0	0
101-199-5-40-4401 NORTH END BUILDING	131,925	22,609	1,225,000	183,039	550,000	550,000
101-199-5-40-4407 LEASE PURCH GILLIAM/BI	0	236,591	0	0	0	0
101-199-5-40-4408 DOCKEN BLDG PAYMENT	8,800	9,600	9,600	4,160	0	0
101-199-5-40-4409 SANDER BLDG	259,591	0	0	0	0	0
101-199-5-40-4410 PUBLICS WORKS ADDITION	125,605	0	0	0	0	0
101-199-5-40-4411 BARTHOLOMEW UPGRADES	0	3,487	149,000	86,873	0	0
101-199-5-40-4412 SHERIFF'S BUILDING	0	0	0	0	0	250,000
TOTAL CAPITAL OUTLAY	563,324	272,287	1,413,600	274,071	630,000	880,000
OTHER REQUIREMENTS						
101-199-5-50-5002 NEIGHBORHOOD CENTER	16,000	18,000	18,000	18,300	18,000	27,500
101-199-5-50-5115 WILDLIFE SERVICES	54,000	51,673	60,000	35,945	60,000	60,000
101-199-5-50-5166 WATERMASTER	12,200	12,217	12,200	9,165	12,200	12,200
101-199-5-50-5167 SOIL & WATER CONSERVAT	55,000	55,000	55,000	55,000	55,000	55,000
101-199-5-50-5168 EXTENSION SERVICE	110,825	110,825	118,825	110,825	111,279	111,279
101-199-5-50-5169 EXTENSION AGENT	48,240	48,240	48,240	48,240	55,786	55,786
101-199-5-50-5170 IRRIGON-BOARDMAN E.A.C	16,000	18,000	18,000	18,000	18,000	27,500
101-199-5-50-5171 GRANTS TO CITIES	200,000	400,001	400,000	400,001	0	379,000
101-199-5-50-5172 EQUITY FUND	0	0	0	0	0	0
101-199-5-50-5173 EXTENSION - JUNTOS	0	0	0	0	0	5,827
101-199-5-50-5500 PNFP-MORROW WHEELER B.	1,424,016	2,180,350	1,950,000	1,119,623	1,500,000	1,500,000
101-199-5-50-5615 IN LIEU OF TAX	0	0	0	0	0	0
101-199-5-50-5999 OPERATING CONTINGENCY	0	0	121,198	0	2,085,723	0
TOTAL OTHER REQUIREMENTS	1,944,281	2,902,305	2,801,463	1,823,099	3,915,988	2,234,092
ENDING FUND BALANCE						
101-199-5-90-9001 UNAPPROPRIATED ENDING	0	0	2,666,207	0	2,406,630	3,236,199
TOTAL ENDING FUND BALANCE	0	0	2,666,207	0	2,406,630	3,236,199
TOTAL EXPENDITURES	2,924,834	3,604,069	7,471,691	2,551,869	7,558,139	7,075,812
REVENUE OVER/(UNDER) EXPENDITURES (	561,496)	(600,077)	(4,732,691)	60,211	(5,269,139)	(4,785,812)

Item #7h

Northeast Oregon Water Association
PO Box 1026
Pendleton, OR 97801

Invoice

Date	Invoice #
7/24/2020	261

Bill To

Morrow County
Terry Tallman
PO Box 788
Heppner, OR 97836

**Board of Commissioners Meeting Minutes
September 27, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Kim Cutsforth, Interim Administrative Officer
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:01 a.m.

City and Citizen Comments

Janet Greenup, Heppner

Ms. Greenup discussed the recent change DirecTV made to subscribers in Morrow County by converting their local channels from the Portland market to the Yakima market. She said this was done without notice and people were not given the choice. After receiving no satisfaction from DirecTV's customer service, Ms. Greenup did some investigating of her own. She found the "Satellite Television Extension and Localism Act Reauthorization Act of 2014 (STELAR) Market Modification – Overview of Process for Requesting FCC to Modify a Broadcast Station's Local Television Market for Cable or Satellite Carriage Purposes." In a nutshell, County governments can file a Market Modification Petition. The Commissioners requested Ms. Greenup provide the information to their office, and said they will schedule this for discussion in the near future.

Open Agenda: Request to add: September 13th & 20th minutes to the Consent Calendar; discussion on holding Business Meetings separate from regular Board of Commissioner meetings; discussion on bringing in a facilitator on the topic of team building.

Consent Calendar

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

1. *Accounts Payable dated September 28th in the amount of \$199,846.75*
2. *September 13th and 20th minutes*
3. *Purchase Pre-Authorization Request, Weed Department, 2018 Dodge Ram 4500 Regular Cab Chassis 4x4, \$41,719*
4. *Order No. OR-2017-8: In the Matter of Appointing Members to the Morrow County Board of Property Tax Appeals (Don Russell as Chairperson and member representing the County Governing Body; Ed Rollins and John Qualls as members representing the Non-Office Holding Pool; terms from October 15, 2017-June 30, 2018)*

Commissioner Doherty seconded. Unanimous approval

Ms. Cutsforth said she was able to speak to most of them, and all but one thought it was a good idea. The Commissioners asked Ms. Cutsforth to return next week with a cost estimate and timeframe. Chair Lindsay said Court Discretionary Funds could be used.

Possible Addition of Business Meetings to BOC Schedule

Chair Lindsay said numerous counties utilize the Business Meeting format to meet and discuss items informally. They are open public meetings, she stressed, and the decision making will take place in the regular Wednesday Board of Commissioners meetings. She asked her fellow Commissioners to give this consideration and perhaps start on a once monthly basis.

Department Reports

Road Report

Burke O'Brien, Public Works Director

Matt Scrivner, Assistant Road Master

Mr. Scrivner reviewed his Road Report for work done since the last week of August.

Commissioner Doherty stated the Road Department received the largest budget amount in Morrow County's history and asked if the work will carryover until next spring. Both Mr. O'Brien and Mr. Scrivner said it will. Mr. Scrivner added the crew worked on more roads than originally anticipated. Mr. O'Brien said every project came in under the original estimate, even the projects that were contracted out.

Sheriff's Office Report

Undersheriff John Bowles

Undersheriff Bowles highlighted a few items from the report:

- Successful search and rescue on September 11th of three juveniles separated from their hunting party.
- A suspicious circumstances call in Irrigon on September 18th resulted in the arrest of three individuals on burglary and outstanding warrant charges.
- Officer involved shooting on September 22nd. The suspect is hospitalized in Portland and is conscious and alert. Oregon State Police are investigating and the Morrow County Deputy is on paid leave. The event was captured on the deputy's body camera, as well as those of the responding officers.

Miscellaneous

Background Information on the Northeast Water Association (NOWA) Dues Invoice

As a result of an email inquiry from Roberta Lutchter, Executive Assistant, former Commissioner Leann Rea offered to provide the history of the County's association with NOWA. After recounting the events that led to the formation of NOWA, she said the County agreed to pay \$5,000 a year for two to three years, at which time NOWA was expected to be self-supporting. [\$5,000 payments were made for 2015-2016 and 2016-2017, with the 2017-2018 invoice expected shortly.]

Commissioner Reports

**Morrow County Budget Committee Meeting Minutes
Tuesday, April 17, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present

Commissioner Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Larry Mills, Budget Committee
Linda LaRue, Budget Committee

Jeff Wenholz, Budget Committee
Darrell Green, Administrator
Kate Knop, Finance Director
Roberta Lutcher, Executive Assistant

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

Election of Budget Committee Chair and Secretary

Ms. LaRue nominated Mr. Mills as Chair. Commissioner Doherty seconded. Unanimous approval.

Commissioner Russell nominated Ms. LaRue as Secretary. Commissioner Lindsay seconded. Unanimous approval. (Ms. LaRue delegated the duties to the Board Executive Assistant.)

Minutes

Commissioner Russell moved to approve the minutes of the 2017 Budget Committee Meetings with one correction noted. Ms. LaRue seconded. Unanimous approval.

Budget Message and Explanation of Budget Documents

Finance Director and Budget Officer Kate Knop provided the Budget Message and then proceeded to discuss the budget documents.

Presentation of Revenue – Property Taxes, Strategic Investment Program (SIP) & Long Range Planning

Kate Knop, Finance Director

Mike Gorman, Assessor/Tax Collector

A slide presentation was provided on: the budget request process; a breakdown of types of funds within the budget; Taxes to Balance for this budget compared to the last; 2018-19 Estimated Property Tax Revenue; SIP Program Funds; General Fund and Road Budgets; and a 2018-19 Financial Summary. Mr. Gorman also discussed estimated values of Taxing District for 2018-19, and said most districts will see a moderate increase.

Ms. Knop noted the Road Fund will receive 100% of all SIP discretionary funds in this proposed budget. She asked that \$2,600,000 be left in the Unappropriated Ending Fund Balance, which is an increase from the previous year.

Building Permit Fund

Ms. McLane said this fiscal year she identified a new vehicle purchase from this fund, as well as the anticipated expenses relative to the Buildable Lands Inventory and Housing Analysis. Ms. Knop said the vehicle was not listed but she will add it to Capital Outlay.

Commissioner Doherty moved tentative approval of the Building Permit Fund Budget with the addition of \$27,500 to Capital Outlay. Ms. LaRue seconded. Unanimous approval.

Water Planning Fund

Ms. McLane said the dues to the Northeast Oregon Water Association (NOWA) of \$5,000 have been paid from this fund, and the same is planned for the next few years. She said she'd like to add a new line item related to the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). Oregon State University plans research on how to manage nitrate issues in the groundwater, and Ms. McLane said she'd like to obligate \$1,000 this year and the next to that effort. (Ms. Knop suggested using "Other Expenses" rather than creating a new line.) Ms. McLane said that after the NOWA dues are paid and the contribution to the OSU research, the fund will be expended. She asked the Board how the County will then remain engaged in NOWA and LUBGWMA. There was discussion about whether or not there are tangible benefits to remaining in NOWA.

Commissioner Lindsay moved tentative approval of the Water Planning Fund Budget. Commissioner Russell seconded. Unanimous approval.

Discussion continued on how to charge other Departments for GIS mapping work done in Planning by the GIS Planning Tech, and the stipend for Planning Commission members which was previously brought to the BOC but resulted in no action.

Public Comment: No comments

Recessed: 3:50 p.m.

pg. 11

Morrow County Budget Committee Meeting Minutes
Monday, April 22, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Commissioner Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell
Larry Mills, Budget Committee
Linda LaRue, Budget Committee
Jeff Wenholz, Budget Committee

Darrell J. Green, Administrator
Kate Knop, Finance Director
Mike Gorman, Assessor/Tax Collector
Ronda Fox, Finance Management Assistant
Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 8:36 a.m.

Commissioner Jim Doherty, Chair of the Board of Commissioners, discussed how far the County has come since its inception, budget-wise, and said this Committee can do some wonderful things with the budget, even though some might view them as contentious. However, it's important to remember during this Holy Week to keep things in perspective, especially since a colleague just lost a family member.

Election of Budget Committee Chair and Secretary

Ms. LaRue nominated Mr. Mills as Chair. Commissioner Russell seconded. Motion carried.

Commissioner Russell nominated Ms. LaRue as Secretary. Commissioner Lindsay seconded. Motion carried.

Minutes

Commissioner Lindsay moved to approve the minutes of the 2018 Budget Committee Meetings. Ms. LaRue seconded. Motion carried.

Budget Message and Explanation of Budget Documents

Kate Knop, Finance Director

For the sake of time, Chair Mills suggested Ms. Knop highlight the main points from her written Budget Officer's Message, which she then proceeded to do.

Presentation of Revenue

Mike Gorman, Assessor/Tax Collector

Kate Knop, Finance Director

Mr. Gorman reviewed his PowerPoint presentation, "Morrow County Values and Taxes 2015-2019." In addition to the information indicated by the title, it also contained graphs on Real Market Value and Assessed Value, and the certified tax for the time period.

Ms. Knop reviewed her PowerPoint presentation, "2019-2020 Budget Committee Hearings." It contained information on the type of funds, Personnel Budgets, taxes, Strategic Investment Program funds, and the 2019-2020 Financial Summary.

Watermaster

Greg Silbernagel, Watermaster, District 5, Oregon Water Resources Department, Pendleton
Ken Thiemann, Watermaster, District 21, OWRD, Condon

Both representatives provided an update for the Committee of activities and current water levels in the area. A questions and answer session ensued.

Commissioner Lindsay moved tentative approval of the Watermaster Budget. Commissioner Lindsay seconded. Motion carried.

Planning Department

Carla McLane, Planning Director

Commissioner Russell moved tentative approval of the Planning Department Budget. Ms. LaRue seconded. Motion carried.

Heritage Trail

Ms. McLane offered the following corrections to the budget worksheet:

- Page two, second Revenue line – change the \$5,000 to \$0
- The first change would necessitate a corresponding reduction in Contracted Services

Commissioner Lindsay moved tentative approval of the Heritage Trail Fund with the two changes noted. Commissioner Russell seconded. Motion carried.

Building Permit Fund

Ms. McLane summed up the differing opinions on how these funds can be spent, which has led to the balance accumulating to a significant amount (Unappropriated Ending Fund Balance \$549,111). Commissioner Russell requested a copy of those guidelines. Ms. McLane discussed the \$28,000 request for a second Planning Department vehicle and why it was needed. Discussion as to other ideas for spending the funds.

Commissioner Lindsay moved tentative approval of the Building Permit fund. Mr. Wenholz seconded. Motion carried.

Water Planning

Ms. McLane said the plan was to close this fund in the next year by allocating \$5,000 for NOWA dues in 2019/2020 and \$1,258 either to NOWA or Oregon State University for its work on the Lower Umatilla Basin Groundwater Management Area.

Mr. Wenholz moved tentative approval of the Water Planning Fund. Ms. LaRue seconded. Motion carried.

Wildlife Service

Patrick Smith, District Supervisor, USDA Wildlife Services, La Grande
Chris Lulay, Wildlife Specialist, USDA Wildlife Services, Morrow County

The request from Wildlife Services, for the second year in a row, was around \$74,000. The County has allocated about \$54,000 going back to at least the 2016-2017 fiscal year. After

pg. 11

Morrow County Budget Committee Meeting Minutes
Tuesday, April 14, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Commissioner Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Linda LaRue, Budget Committee
Kim Cutsforth, Budget Committee
Darrell J. Green, Administrator
Kate Knop, Finance Director
Deanne Irving, Staff Accountant
SaBrina Bailey Cave, Accounting Clerk

Gayle Gutierrez, Treasurer
Roberta Lutchter, Executive Asst.

Present Via Electronic Means

Karmen Carlson, Bobbi Childers, Ronda
Fox, Mike Gorman, Justin Nelson, Sandi
Pointer, Matt Scrivner, Gregg Zody, Karen
Wolff

Excused

Jeff Wenholz, Budget Committee

Call to Order & Pledge of Allegiance: 9:06 a.m.

Election of Chairperson & Secretary

Commissioner Russell nominated Linda LaRue as Chair. Commissioner Lindsay seconded. Motion carried.

Chair LaRue nominated Kim Cutsforth as Secretary. Commissioner Russell seconded. Motion carried. Ms. Cutsforth appointed those duties to Executive Assistant, Roberta Lutchter.

Budget Message

Kate Knop, Finance Director

Ms. Knop said the total proposed budget for Fiscal Year 2020-2021, including all funds, was \$49,654,298. This represented an increase of \$6,035,937 over last year, or 13.84%. She then went on to review her six-page report.

Commissioner Russell asked if the potential reduction in state funds due to COVID-19 was taken into consideration in the various budgets.

Ms. Knop said no adjustments were made in proposed budgets but the possibility had been discussed with Department Directors/Elected Officials. She said she anticipated it to impact The Loop and the Road Department because of reduced gas tax revenue. There was the potential for future budget changes, if the impact was more than 10%, she said. Discussion continued on the potential impact to the Video Lottery Fund, the Fair, Non-Professional Services, Oregon State University Extension, Veterans Services, non-profit organizations, etc.

Presentation of Revenue

Kate Knop, Finance Director

Mike Gorman, Assessor/Tax Collector

Ms. Knop discussed some of the changes to the Budget Committee Meeting structure since last year, most notably the ability to participate electronically. She reviewed the Budget Process,

Commissioner Russell moved tentative approval of the Building Permit Fund budget at \$989,499. Ms. Cutsforth seconded. Motion carried.

Commissioner Lindsay said the work to assess housing needs in the County might be a use for these funds, with Commissioner Russell saying there could be a follow-up to the Buildable Lands Inventory.

Water Planning

Ms. Knop said the annual fees for NOWA (Northeast Oregon Water Association) historically have been paid from this fund, but she hadn't seen those yet.

Commissioner Russell moved tentative approval of the Water Planning budget in the amount of \$6,258. Commissioner Lindsay seconded. Motion carried.

Commissioner Doherty said in the past, the previous Planning Director worked on signage for the Heritage Trail, Wells Springs and possibly others. He then asked Ms. Case to send him the information so he could start pulling it together to see what he could do.

Public comment: None

Recessed: 3:55 p.m.

Roberta Lutcher

From: Kate Knop
Sent: Thursday, October 1, 2020 3:06 PM
To: Roberta Lutcher; Melissa Lindsay
Cc: 'Mabbott, Tamra'
Subject: RE: NOWA

245-WATER PLANNING FUND
PLANNING DEPARTMENT

	2019-2020		2020-2021			
	2017-2018	2018-2019	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES						
GRANT REVENUE						
245-115-3-30-3551 STATE WATER RESOURCES	0	0	0	0	0	0
245-115-3-30-3599 INTERGOVERNMENTAL REV	0	0	0	0	0	0
TOTAL GRANT REVENUE	0	0	0	0	0	0
TOTAL REVENUES						
	0	0	0	0	0	0
EXPENDITURES						
MATERIALS & SERVICES						
245-115-5-20-3813 OTHER EXPENSES	1,000	0	1,258	0	1,258	1,258
245-115-5-20-3815 NOWA	5,000	5,000	5,000	0	5,000	5,000
TOTAL MATERIALS & SERVICES	6,000	5,000	6,258	0	6,258	6,258
OTHER REQUIREMENTS						
245-115-5-50-5300 UMATILLA BASIN WATER	0	0	0	0	0	0

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Roberta Lutcher
Sent: Thursday, October 1, 2020 2:59 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>

CITY/COUNTY/PORT MEETING AGENDA
(City of Boardman, Morrow County, Port of Morrow)

Monday, October 12, 2020, 6:00 p.m.

Port of Morrow Riverfront Center

2 Marine Drive, Boardman, Oregon

VIRTUAL MEETING

Information Below

1. PGE Presentations – Maria Pope, President & Chief Executive Officer; Brad Jenkins, Vice President, Utility Operations
 - a. Update on the closing of the Boardman Coal Fire Plant
 - b. Update on the Wheatridge Project
2. Entity Updates
3. Other topics of mutual interest
4. Adjournment

This meeting is open to the public and interested citizens are invited to attend. 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.

Zoom Meeting Information

Morrow County is inviting you to join a scheduled Zoom meeting:

<https://us02web.zoom.us/j/89891734720?pwd=WHMxTWVXLzBsaUs4ZHpIYTl5ZVRzQT09>

Password: 503-939

Meeting ID: 898-917-347-20

Zoom Call-In Numbers for Audio Only Using Meeting ID 898-917-347-20#:

1-346-248-7799

1-929-436-2866

1-669-900-6833

1-253-215-8782

1-312-626-6799

1-301-715-8592



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners

FROM: Darrell Green, County Administrator

DATE: September 30, 2020

RE: Administrator Monthly Report for September 2020

Below are the highlights for the month of September.

1. North County Government Building update:
 - a) On September 1st, the City of Irrigon approved our Conditional Use Permit.
 - b) On September 9, 2020 the Board of Commissioner approved our Guaranteed Maximum Price, for the construction of the building, of 6.8 million dollars.
 - c) We are working on submitting for our Zoning Permit.
 - d) It is anticipated we will have a ground breaking ceremony in October.
2. The Bidder's packet for the construction of the Sheriff's Station 2 building was issued on September 16, 2020. Proposals are due on October 1, 2020.
3. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. Our number of cases have started to decline in the month of September. One of top priorities is to meet the matrix for our children to go back to school.
4. Our Defined Contribution Plan RFQ was awarded to Kassandra Williams with Edward Jones. We look forward to working with Edward Jones to launch our new Defined Contribution Plan in the next few months.
5. The Leadership TEAM continues to work on our County Values. We are currently working on Engagement. We are looking into an employee survey to measure our level of engagement.
6. Our new Planning Director, Tamra Mabbott started on September 28th. The County is fortunate to have such an experienced and talented Planning Director join our Team!

7. Other projects or activities;
 - a) Courthouse Space Analysis
 - b) Retirement Plan implementation

Sincerely,

Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2020

Incident	July	August	Sept	October	Nov	Dec	
Alarms	9	6	8				
Animal Complaint	39	25	37				
Agency Assist	21	20	22				
Assaults	8	0	9				
Burglary	3	0	2				
CHL	35	30	39				
Citizen Assist	20	15	14				
Civil Service	43	68	95				
County Code Calls	24	30	33				
Heppner area	0	0	1				
Irrigon area	11	8	21				
Bdmn area	11	22	10				
lone/Lex area	2	0	1				
Death Investigation	0	1	0				
Disturbance	13	15	16				
Dog	78	82	65				
Driving Complaints	102	93	86				
Drunk/Impaired Driver	4	1	8				
EMS	13	22	9				
Hit & Run	4	4	2				
Juvenile Complaints	9	6	29				
Motor Vehicle Crashes	6	1	4				
RV Code	1	1	0				
Suicidal	6	4	2				
Suspicious Activity	41	38	43				
Theft	15	15	11				
Trespass	9	14	7				
Traffic Stops - Cite	75	73	42				
Total Traffic Stops	219	150	150				
UUMV-Stolen vehicle	3	1	5				
Welfare Check	17	17	17				
Totals	817	805	755				
Other Misc. Incidents	881	637	936				
Total # of Incidents	1698	1442	1691				
Felony Arrests	16	15	20				
Total # of Arrests	37	33	43				



Morrow County Sheriff's Office - Monthly Stats 2020

Incident	Jan	Feb	Mar	April	May	June	
Alarms	8	8	6	3	8	12	
Animal Complaint	14	23	13	29	31	20	
Agency Assist	17	10	10	20	1	24	
Assaults	4	1	5	1	13	5	
Burglary	4	8	0	2	2	4	
CHL	29	11	17	13	18	4	
Citizen Assist	18	16	10	17	18	19	
Civil Service	69	54	56	16	28	52	
County Code Calls	44	34	31	23	16	11	
Heppner area	3	1	2	0	2	1	
Irrigon area	23	27	15	9	8	4	
Bdmn area	17	5	16	13	6	6	
lone/Lex area	0	1	1	1	0	0	
Death Investigation	1	0	1	0	1	0	
Disturbance	9	10	23	16	12	17	
Dog	52	50	52	39	64	49	
Driving Complaints	102	124	150	95	82	101	
Drunk/Impaired Driver	4	1	4	3	1	1	
EMS	15	14	16	12	19	23	
Hit & Run	4	3	4	2	2	0	
Juvenile Complaints	12	30	17	4	21	11	
Motor Vehicle Crashes	24	7	7	4	4	6	
RV Code	0	0	0	0	0	0	
Suicidal	6	6	1	4	4	5	
Suspicious Activity	49	33	25	38	42	41	
Theft	15	10	11	7	15	13	
Trespass	13	10	6	17	9	7	
Traffic Stops - Cite	63	49	64	41	112	90	
Total Traffic Stops	201	197	228	105	240	212	
UUMV-Stolen vehicle	1	0	1	2	2	3	
Welfare Check	12	12	14	11	14	12	
Totals	790	721	772	483	779	742	
Other Misc. Incidents	594	622	624	729	739	821	
Total # of Incidents	1384	1343	1396	1212	1518	1563	
Felony Arrests	25	19	12	7	12	11	
Total # of Arrests	50	36	30	24	28	29	



TREASURER

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

Gayle L. Gutierrez

10/7/2020

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate in August for the Local Government Investment Pool was 1.00%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .04%.

Outstanding checks as of August 31, 2020 was \$312,145.31.

The statement for the LGIP is also included.

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: AUGUST 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	6,138,599.54 (	839,244.48)	5,299,355.06
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,884.53	15.07	17,899.60	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	1,013,979.65	854.23	1,014,833.88	
202-100-1-10-1500	ROAD FC W/TREASURER	1,445,908.24 (	243,431.56)	1,202,476.68
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	977,986.70	823.91	978,810.61	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	31,397.90 (	6,803.34)	24,594.56
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	30,284.39	4,284.71	34,569.10	
207-100-1-10-1500	911 FC W/TREASURER	345,315.45 (	55,761.92)	289,553.53
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	244,080.86	1,697.74	245,778.60	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	1,073,618.58 (	1,756.02)	1,071,862.56
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	59.03	130.85	189.88	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	5.75	12.71	18.46	
214-100-1-10-1500	FAIR FC W/TREASURER	260,735.37 (	3,971.17)	256,764.20
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	46,322.14	39.02	46,361.16	
216-100-1-10-1500	STF FC W/TREASURER	448,418.42 (	4,843.90)	443,574.52
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	1,012.04	0.85	1,012.89	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	23,916.58	20.15	23,936.73	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	37,645.49	25,212.49	62,857.98	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	19,865.10	15,628.29	35,493.39	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	47,759.09	5,818.23	53,577.32	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	16,701.02	21,881.06	38,582.08	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	15,664.83	13.20	15,678.03	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	93,597.57	18.94	93,616.51	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	22,738.63	19.16	22,757.79	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	37,794.36	31.84	37,826.20	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	14,213.46 (	3,959.79)	10,253.67
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,647.06	21.61	25,668.67	
230-100-1-10-1500	RODEO FC W/TREAS	0.00	0.00	0.00	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	66,782.94	8,045.82	74,828.76	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	22,326.82	191.38	22,518.20	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,448.94	24.81	29,473.75	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	16,073.33	13.54	16,086.87	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	959,348.13	808.20	960,156.33	
238-100-1-10-1500	PARK FC W/TREAS	111,223.39	310,350.11	421,573.50	
240-100-1-10-1500	EQUITY FC W/TREAS	240,553.26	64,950.82	305,504.08	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	793,417.58	668.42	794,086.00	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	867.61	0.73	868.34	
245-100-1-10-1500	WPF FC W/TREASURER	6,257.73	0.00	6,257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	76,925.15	64.81	76,989.96	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	113,971.56 (	18,436.37)	95,535.19
500-100-1-10-1500	ECHO WINDS FC W/TREAS	7,144.31	7,931.02	15,075.33	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	119,402.84	28,831.59	148,234.43	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	45,861.37	16,225.12	62,086.49	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	12,909.36	10.88	12,920.24	
510-100-1-10-1500	P & P FC W/TREAS	412,151.40 (	54,871.42)	357,279.98
514-100-1-10-1500	IONE SD B & I FC W/TREAS	436.90	982.09	1,418.99	

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: AUGUST 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS	129.12	266.32	395.44	
516-100-1-10-1500	RADIO DIST FC W/TREAS	798.33	1,734.91	2,533.24	
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS	98.86	206.28	305.14	
521-100-1-10-1500	PGE CARTY FC W/TREAS	66,115.51	112,682.14	178,797.65	
522-100-1-10-1500	SHERIFF RES FUND/TREAS	14,848.98	12.51	14,861.49	
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS	4,288.34	9,434.75	13,723.09	
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00	
619-100-1-10-1500	WEST EXTENSION FC W/TREAS	0.00	0.00	0.00	
620-100-1-10-1500	BLACK MNT FC W/TREAS	0.07	0.02	0.09	
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR	920.41	2,190.89	3,111.30	
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE	0.00	2.71	2.71	
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE	492.70	1,124.28	1,616.98	
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T	16,619.75	109.93	16,729.68	
625-100-1-10-1500	BOARDMAN PARK & REC B & I	0.00	0.00	0.00	
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN	12.22	28.34	40.56	
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T	3,568.73	18.84	3,587.57	
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00	
630-100-1-10-1500	PORT OF MORROW FC W/TREAS	395.00	872.16	1,267.16	
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS	4,074.78	9,083.44	13,158.22	
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS	842.06	1,939.18	2,781.24	
633-100-1-10-1500	CITY OF IONE FC W/TREAS	135.92	310.81	446.73	
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS	427.01	969.48	1,396.49	
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS	84.23	187.84	272.07	
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS	2,665.10	5,830.85	8,495.95	
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS	132.98	299.94	432.92	
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS	247.67	562.04	809.71	
640-100-1-10-1500	IONE RFPD FC W/TREAS	736,610.12 (	6,044.10)	730,566.02
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS	0.28	0.80	1.08	
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS	57.35	118.98	176.33	
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS	110.67	251.81	362.48	
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS	85,107.28 (	4,519.07)	80,588.21
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS	45.08	102.73	147.81	
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS	328.82	743.97	1,072.79	
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS	605.46	1,256.25	1,861.71	
648-100-1-10-1500	IRRIGON PARK FC W/TREAS	179.14	408.29	587.43	
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER	1,457.08	3,011.50	4,468.58	
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS	495,789.32	22,116.17	517,905.49	
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE	20.63	46.57	67.20	
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS	17,634.57	39,116.98	56,751.55	
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS	35,533.84	8,171.43	43,705.27	
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS	2,863.86	6,344.35	9,208.21	
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS	14.35	0.01	14.36	
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS	26,159.25	0.00	26,159.25	
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS	27,342.56 (	9,937.91)	17,404.65
658-100-1-10-1500	BMCC FC W/TREASURER	3,075.49	6,824.72	9,900.21	
659-100-1-10-1500	BMCC B & I FC W/TREASURER	1,035.19	2,305.84	3,341.03	
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA	1,021.35	2,236.52	3,257.87	
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS	99.87	220.85	320.72	
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS	1,028.32	2,262.37	3,290.69	
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA	0.00	0.00	0.00	
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS	431.46	1,002.17	1,433.63	

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: AUGUST 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,926.72	9.21	10,935.93
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	5,445.67	4.59	5,450.26
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,152.22	0.97	1,153.19
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	118,421.54	99.76	118,521.30
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	10,006.50	32,284.88	42,291.38
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	4.53	13.33	17.86
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,263,685.90	1,064.59	1,264,750.49
685-100-1-10-1500		STATE HOUSING FC W/TREAS	10,153.97	9,612.61	19,766.58
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	89,436.30	75.35	89,511.65
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	1,572.13	3,556.39	5,128.52
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	73.49	169.07	242.56
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	107.34	245.59	352.93
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	22,564.59 (	22,564.59)	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			18,619,412.33 (	468,975.93)	18,150,436.40

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	(41,248.32)	291,083.52	249,835.20
999-100-1-10-1502	PAYROLL BEO	11,716.57	1.26	11,717.83
999-100-1-10-1503	STATE TREASURY POOL	18,648,007.85 (	760,060.71)	17,887,947.14
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.18	0.00	100.18
999-100-1-10-1508	US BANK	3.53	0.00	3.53
SUBTOTAL CASH IN BANK - POOLED CASH		18,618,579.81 (	468,975.93)	18,149,603.88

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH		18,618,579.81 (468,975.93)	18,149,603.88
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Account Statement - Transaction Summary

For the Month Ending **August 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	18,648,007.85
Purchases	1,124,085.74
Redemptions	(1,884,146.45)
<hr/>	
Closing Balance	\$17,887,947.14
Dividends	15,250.53

Asset Summary		
	August 31, 2020	July 31, 2020
Oregon LGIP	17,887,947.14	18,648,007.85
Total	\$17,887,947.14	\$18,648,007.85



Account Statement

For the Month Ending **August 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,648,007.85
08/03/20	08/03/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,498.00	18,654,505.85
08/03/20	08/03/20	LGIP Fees - ACH Redemption (4 @ \$0.05 - From 4206) - July 2020	1.00	(0.20)	18,654,505.65
08/03/20	08/03/20	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - July 2020	1.00	(0.40)	18,654,505.25
08/04/20	08/04/20	REV SUSP DEPOSIT - STRATEGIC	1.00	155,060.44	18,809,565.69
08/04/20	08/04/20	Redemption - ACH Redemption	1.00	(110.00)	18,809,455.69
08/04/20	08/04/20	Redemption - ACH Redemption	1.00	(200,000.00)	18,609,455.69
08/05/20	08/05/20	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	25,156.00	18,634,611.69
08/05/20	08/05/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	866.69	18,635,478.38
08/05/20	08/05/20	Redemption - ACH Redemption	1.00	(750,000.00)	17,885,478.38
08/07/20	08/07/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(4,110.68)	17,881,367.70
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(129.12)	17,881,238.58
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(98.86)	17,881,139.72
08/07/20	08/07/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(605.46)	17,880,534.26
08/07/20	08/07/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,457.08)	17,879,077.18
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(4,995.19)	17,874,081.99
08/07/20	08/07/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(17,693.60)	17,856,388.39
08/07/20	08/07/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,863.86)	17,853,524.53
08/07/20	08/07/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(2,014.78)	17,851,509.75
08/10/20	08/10/20	Redemption - ACH Redemption	1.00	(12.22)	17,851,497.53



Account Statement

For the Month Ending **August 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
08/13/20	08/13/20	Redemption - ACH Redemption	1.00	(500,000.00)	17,351,497.53
08/14/20	08/14/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	2,805.87	17,354,303.40
08/17/20	08/17/20	Purchase - ACH Purchase	1.00	800,000.00	18,154,303.40
08/17/20	08/17/20	REV EOSTF - DORACHDISB	1.00	105.02	18,154,408.42
08/18/20	08/18/20	ODOT - ODOT PYMNT	1.00	64,688.79	18,219,097.21
08/18/20	08/18/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,881.21	18,221,978.42
08/19/20	08/19/20	ODOT - ODOT PYMNT	1.00	27,049.86	18,249,028.28
08/25/20	08/25/20	Redemption - ACH Redemption	1.00	(55.00)	18,248,973.28
08/26/20	08/26/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,876.59	18,271,849.87
08/26/20	08/26/20	Redemption - ACH Redemption	1.00	(400,000.00)	17,871,849.87
08/27/20	08/27/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	846.74	17,872,696.61
08/31/20	09/01/20	Accrual Income Div Reinvestment - Distributions	1.00	15,250.53	17,887,947.14



Account Statement

For the Month Ending **August 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					17,887,947.14
		Month of August	Fiscal YTD July-August		
Opening Balance		18,648,007.85	19,646,978.63	Closing Balance	17,887,947.14
Purchases		1,124,085.74	1,951,280.93	Average Monthly Balance	18,007,241.17
Redemptions		(1,884,146.45)	(3,710,312.42)	Monthly Distribution Yield	1.00%
Closing Balance		17,887,947.14	17,887,947.14		
Dividends		15,250.53	35,205.43		



Daily Confirmation of Activity

as of August 31, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,872,696.61
08/31/20	09/01/20	Accrual Income Div Reinvestment - Distributions	1.00	15,250.53	17,887,947.14
Closing Balance					17,887,947.14



Daily Confirmation of Activity
as of August 27, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,871,849.87
08/27/20	08/27/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	846.74	17,872,696.61
Closing Balance					17,872,696.61



Daily Confirmation of Activity
as of August 26, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,248,973.28
08/26/20	08/26/20	Redemption - ACH Redemption	1.00	(400,000.00)	17,848,973.28
08/26/20	08/26/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,876.59	17,871,849.87
Closing Balance					17,871,849.87



Daily Confirmation of Activity
as of August 25, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,249,028.28
08/25/20	08/25/20	Redemption - ACH Redemption	1.00	(55.00)	18,248,973.28
Closing Balance					18,248,973.28



Daily Confirmation of Activity
as of August 19, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,221,978.42
08/19/20	08/19/20	ODOT - ODOT PYMNT	1.00	27,049.86	18,249,028.28
Closing Balance					18,249,028.28



Daily Confirmation of Activity
as of August 18, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,154,408.42
08/18/20	08/18/20	ODOT - ODOT PYMNT	1.00	64,688.79	18,219,097.21
08/18/20	08/18/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,881.21	18,221,978.42
Closing Balance					18,221,978.42



Daily Confirmation of Activity

as of August 17, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,354,303.40
08/17/20	08/17/20	Purchase - ACH Purchase	1.00	800,000.00	18,154,303.40
08/17/20	08/17/20	REV EOSTF - DORACHDISB	1.00	105.02	18,154,408.42
Closing Balance					18,154,408.42



Daily Confirmation of Activity
as of August 14, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,351,497.53
08/14/20	08/14/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	2,805.87	17,354,303.40
Closing Balance					17,354,303.40



Daily Confirmation of Activity
as of August 13, 2020

Account # 4206

MORROW CO
MORROW COUNTY

Account Activity

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,851,497.53
08/13/20	08/13/20	Redemption - ACH Redemption	1.00	(500,000.00) /	17,351,497.53
Closing Balance					17,351,497.53



Daily Confirmation of Activity
as of August 10, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,851,509.75
08/10/20	08/10/20	Redemption - ACH Redemption	1.00	(12.22)	17,851,497.53
Closing Balance					17,851,497.53



Daily Confirmation of Activity as of August 7, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,885,478.38
08/07/20	08/07/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(4,110.68)✓	17,881,367.70
08/07/20	08/07/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,457.08)✓	17,879,910.62
08/07/20	08/07/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(605.46)✓	17,879,305.16
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(4,995.19)✓	17,874,309.97
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(129.12)✓	17,874,180.85
08/07/20	08/07/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(98.86)✓	17,874,081.99
08/07/20	08/07/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,863.86)✓	17,871,218.13
08/07/20	08/07/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(2,014.78)✓	17,869,203.35
08/07/20	08/07/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(17,693.60)✓	17,851,509.75
Closing Balance					17,851,509.75



Daily Confirmation of Activity
as of August 5, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,609,455.69
08/05/20	08/05/20	Redemption - ACH Redemption	1.00	(750,000.00) ✓	17,859,455.69
08/05/20	08/05/20	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	25,156.00 ✓	17,884,611.69
08/05/20	08/05/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	866.69 ✓	17,885,478.38
Closing Balance					17,885,478.38



Daily Confirmation of Activity
as of August 4, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,654,505.25
08/04/20	08/04/20	Redemption - ACH Redemption	1.00	(110.00)	18,654,395.25
08/04/20	08/04/20	Redemption - ACH Redemption	1.00	(200,000.00)	18,454,395.25
08/04/20	08/04/20	REV SUSP DEPOSIT - STRATEGIC SIP	1.00	155,060.44	18,609,455.69
Closing Balance					18,609,455.69

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285c.635



Daily Confirmation of Activity
as of August 3, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,648,007.85
08/03/20	08/03/20	LGIP Fees - ACH Redemption (4 @ \$0.05 - From 4206) - July 2020	1.00	(0.20)	18,648,007.65
08/03/20	08/03/20	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - July 2020	1.00	(0.40)	18,648,007.25
08/03/20	08/03/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,498.00	18,654,505.25
Closing Balance					18,654,505.25

10/5/2020

Morrow County Fair Report:

As we all know fair this year looked VERY different! With that being said everyone involved with fair was very determined to make sure that the 4-H & FFA kids still had to opportunity to show everything they have done through-out the year. They were able to do everything over zoom with the judges for showing static entries, fashion show and animals!

On Friday August 14th was pen/water system set up day which included myself, Cody High, Dawn Eynetich, Martin Vito (Ione FFA), Beth Dickenson (Heppner FFA), Erin Heideman (4-H), John & Alita Nelson, Kellie & Jaxson Nelson and Eli Wickert.

Friday 21st was delivery day for all livestock. With special thank you to the following volunteers: **WEIGH IN'S:** SARAH BAKER | SHELBY KREBS | JASON SCHOENFELDER | MARTIN VITO | BETH DICKENSON | PETE SZASZ | SANDI O'BRIEN | MAKENZI HUGHES | JESSICA BAILEY | JOHN & ALITA NELSON | KELLIE NELSON | ELI WICKERT | **VOLUNTEER VET:** | DR. DAN HANSEN | **LIVESTOCK GROWERS:** MARK RIETMANN | KYLE ROBINSON | MATT CLARK | **HOLDING/FEEDING ANIMALS UNTIL RESALE:** | MONTE & BECKY EVANS | MITCH & TAG ASHBECK | **BRAND INSPECTOR:** | BRETT MILLIGAN

The hogs stayed on the grounds for the 2 nights and the 4-H leaders council paid for all the feed for those days. Erin Heideman and her sons stayed on the grounds Friday night and a security guard has hired for Saturday night.

Saturday 22nd was a virtual auction with 88 animals being sold. Auction netted \$239,376.

Here is the breakdown;

- \$175,300 auction purchases
- \$62,976 auction add-on's
- \$2,200 commission returned by Livestock Growers

The average prices were SHEEP \$1653, GOATS \$1056, STEERS \$4300 and SWINE \$2266.

Sunday 23rd hogs were loaded and pens & water system were cleaned up which included myself, Erin & Gage Heideman, Beth Dickenson, Martin Vito, John & Alita Nelson, Kellie & Jaxson Nelson, Eli Wickert.

The fair board has been holding their meetings at the Bartholomew Building in order to have better internet service for our zoom meetings. Zoom meetings have gone well and are an asset to have for the members when they can't make it from the north end of the county. The board lost 3 members due to "life" conflicts (covid, work, kids, family etc.). We were able to fill one of those positions and are still working filling the other 2.

The board is also looking at different activities that they can host through out the year. Cody (chair) would like to see the board hosting 3-4 other events besides the fair to make better use of our grounds and to bring in revenue, he has asked the other members to come up with some ideas.

The next fair board meeting will be on October 14th and we plan on holding it at the fairgrounds as all members can attend in person and we plan on doing a walk through of buildings to come up with a list of projects, wishes and ideas to better the facility.

Fair Dates for 2021: August 18-21



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

PUBLIC NOTICE

September 23, 2020

Dear Adjoining Landowner and Interested Parties:

Under provisions of the Morrow County Zoning Ordinance you are an "adjoining landowner" or an interested party concerned with the hearing on the attached Public Notice. The Morrow County Board of Commissioners will hold a public hearing on Wednesday, October 14, 2020, at 9:00 a.m. at the Bartholomew Building in Heppner, Oregon.

You may obtain a copy of the Preliminary Findings of Fact regarding the application from our office anytime after Friday, October 2, 2020. If you have any information you feel should be addressed in the findings and/or conditions, please contact our office. If you object to the request or feel that certain aspects need to be discussed in a public forum, you are invited to attend the Board of Commissioners hearing on October 14, 2020. You may also submit comments in writing. Written comments are requested by 5:00 p.m. on Monday, October 12, 2020.

If you wish to be advised of the results of a particular hearing please send a request to this office.

Cordially,

A handwritten signature in cursive script that reads "Stephanie Case".

Stephanie Case
Interim Planning Director

Enclosures: Public Notice
Map

**PUBLIC NOTICE
MORROW COUNTY LAND USE HEARING**

THE MORROW COUNTY BOARD OF COMMISSIONERS will hold the following hearing of public interest on Wednesday, October 14, 2020, at 9:00 a.m. at the Bartholomew Building, Heppner, Oregon and electronically via Zoom Video Conference.

Appeal of Land Use Decision LUD-N-26-20: Umatilla Electric Cooperative, applicant, and Umatilla Electric Cooperative, Sage Hollow Ranch, LLC, and Stiffler, LLC, owners. The properties are described as tax lots Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07. The properties are zoned Exclusive Farm Use (EFU) and the project alignment runs generally from the northeast of the intersection of Highway 730 and Interstate 84 from a planned electrical switch station, westerly to a planned electrical substation located just west of Olson Road and south of Interstate 84. Criteria for approval for includes the Morrow County Zoning Ordinance Article 3 Section 3.010 EFU Zone.

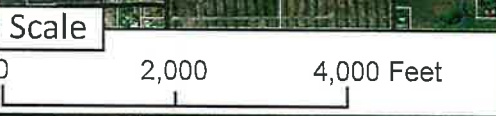
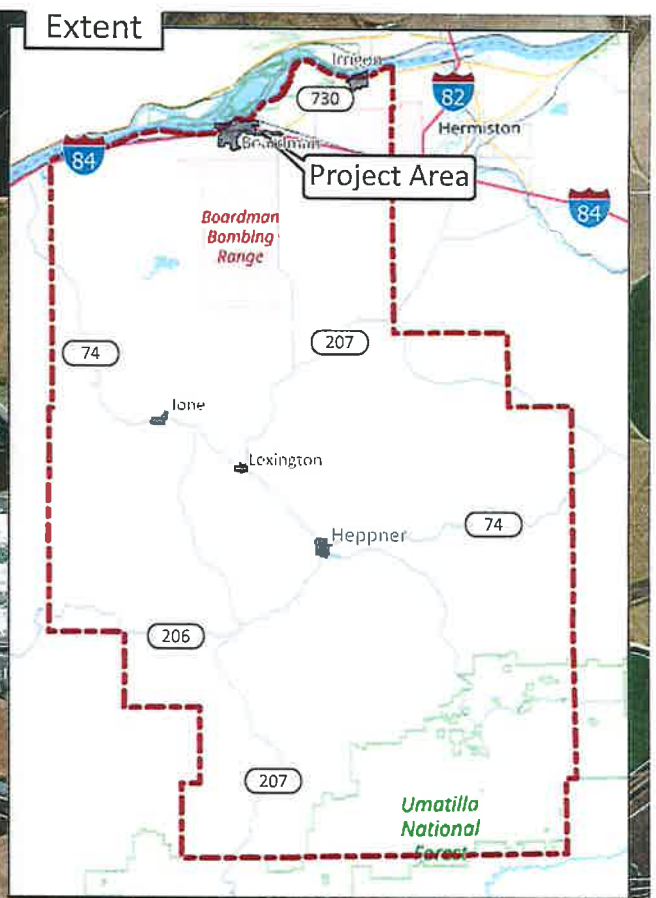
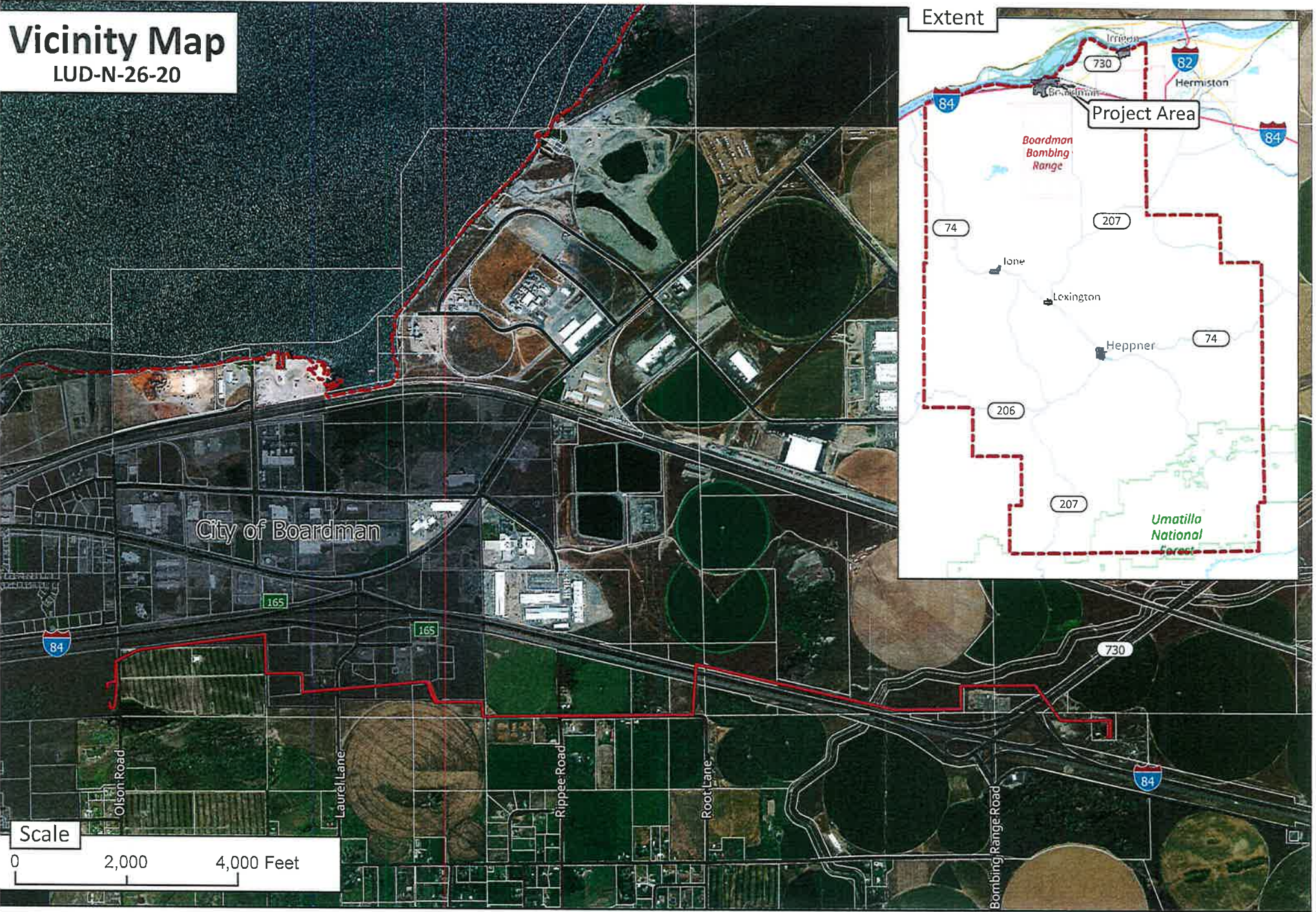
Opportunity to voice support or opposition to the above proposal or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the staff report and all relevant documents will be available after October 2, 2020. For more information, please contact Stephanie Case at 541-922-4624 or by email at scase@co.morrow.or.us.

DATED this 18th day of September 2020.
MORROW COUNTY PLANNING DEPARTMENT
Published: September 23, 2020
Affidavit of Publication

Vicinity Map

LUD-N-26-20



Umatilla Electric Cooperative
230 kV Transmission Line
 Multiple Tax Lots

Legend

Tax Lots

Proposed UEC 230kV Line

City Limits

Date Saved: 3/25/2020 4:54 PM

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

Morrow County's Payroll Grows Five Percent in 2019 Despite Employment Loss

September 28, 2020

by Dallas Fridley

Morrow County's total all-industries payroll grew by \$14.7 million in 2019 to total \$331.9 million, an increase of 5 percent. All-industries employment fell by three jobs to average 6,172, Morrow County's first loss since 2010. Wages in Morrow County averaged \$53,769, an increase of \$2,407 or 5 percent over 2018.

Morrow County 2019 Covered Employment and Payroll

Industry	Jobs	Payroll	Annual Wage	Percent Change 2018-2019	
				Jobs	Payroll
Total all ownerships	6,172	\$331,863,986	\$53,769	0.0%	4.6%
Total private coverage	5,181	\$279,905,350	\$54,025	-0.4%	3.9%
Natural resources and mining	1,311	\$55,741,384	\$42,518	-2.5%	-2.8%
Construction	90	\$5,425,225	\$60,280	-20.4%	-20.3%
Manufacturing	1,888	\$94,654,317	\$50,135	4.4%	10.7%
Trade, transportation and utilities	647	\$41,456,739	\$64,075	-5.8%	2.7%
Wholesale trade	117	\$7,043,904	\$60,204	0.9%	6.5%
Retail trade (44 - 45)	250	\$6,605,746	\$26,423	-12.0%	-4.0%
Transportation, warehousing & utilities	281	\$27,807,089	\$98,958	-2.1%	3.5%
Professional and business services	263	\$27,732,798	\$105,448	66.5%	157.6%
Education and health services	250	\$9,867,877	\$39,472	-0.4%	8.9%
Other services	76	\$1,846,762	\$24,300	15.2%	29.6%
Total all government	991	\$51,958,636	\$52,431	1.8%	8.7%
Total federal government	57	\$3,240,133	\$56,844	-1.7%	-4.5%
Total state government	54	\$2,960,507	\$54,824	-16.9%	-13.5%
Total local government	880	\$45,757,996	\$51,998	3.5%	11.6%

Source: Oregon Employment Department

Oregon's all-industries average wage reached \$55,019 in 2019, lagging Morrow County's \$53,769 by \$1,250 or 2 percent. Among Oregon's 36 counties, Morrow's average wage ranked in fourth position, just behind Clackamas (\$54,802) and just ahead of Benton (\$53,365). The annual wage gap for 24 of Oregon's 36 counties exceeded \$10,000 in 2019. Only two counties, Multnomah (\$62,056) and Washington (\$73,226), exceeded Oregon's 2019 average wage. Together, Multnomah and Washington counties paid out 51 percent of Oregon's \$107.5 billion payroll, or about \$54.5 billion, while hosting 36 percent of its jobs. Outside Multnomah and Washington counties, average pay for the remaining 34 Oregon counties falls to \$46,901, a drop of about \$8,100 or 15 percent.

Morrow County's private industry payroll rose by \$10.6 million in 2019 to total \$279.9 million, an increase of 4 percent. Despite the payroll gain, Morrow County cut 20 private industry jobs in 2019, falling to 5,181, a loss of less than 1 percent. Payroll and employment were not reported

for information in 2019 due to confidentiality limitation and financial activities also received confidential treatment in 2019.

Professional and business services led Morrow County in 2019 with a payroll gain of about \$17 million or 158 percent! Professional and business services paid an average \$105,448 in 2019, nearly two times higher than Morrow County's all-industries average. Professional and business services rose by 105 jobs in 2019, an increase of 66 percent, to average 263.

Manufacturing boasted private industry's largest payroll in 2019, at \$94.7 million; 34 percent of Morrow County's total. Manufacturing payrolls rose by \$9.2 million in 2019, an increase of 11 percent. Manufacturing employment rose by 79 jobs or 4 percent in 2019 to average 1,888 or 36 percent of Morrow County's private industry average. Manufacturing pay averaged \$50,135 in 2019, falling about \$3,600 or 7 percent shy of Morrow County's all-industries wage.

Natural resources and mining turned in its first payroll loss since 2012, with a loss of \$1.6 million in 2019 (-3%) cutting its total to \$55.7 million. Employment dropped by 3 percent or 33 jobs to average 1,311. Natural resources and mining paid an average \$42,518 in 2019, lagging Morrow County's all-industries average by \$11,251 or 21 percent.

Construction slashed its payroll total by about \$1.4 million or 20 percent in 2019, falling to \$5.4 million. Employment fell to 90, a loss of 23 jobs or 20 percent. Average pay rose by just \$64 to \$60,280, about \$6,500 or 12 percent above Morrow County's all-industries wage.

Morrow County's government payrolls rose by \$4.2 million or 9 percent in 2019 to total \$52 million. Employment rose by 18 jobs or 2 percent to average 991.

Federal government lost one job in 2019 and nearly \$0.2 million in payroll, falling to \$3.2 million. Federal government pay averaged \$58,844 in 2019, 6 percent (\$3,075) higher than Morrow County's all-industries average.

State government lost 11 jobs in 2019, cutting its total to 54. State government payrolls sank to \$3.0 million, a loss of \$0.5 million or 13 percent. State government pay averaged \$54,824 in 2019, about 2 percent (\$1,055) above Wasco County's all-industries average pay.

Local government's payroll rose by 12 percent in 2019, an increase of \$4.8 million to reach \$45.8 million. Employment also rose, climbing by 30 jobs or 4 percent in 2019 to average 880 jobs. Wages in local government averaged \$51,998 in 2019, lagging Morrow County's all-industries average wage by about 3 percent or \$1,771.



PUBLIC STATEMENT

September 28, 2020

PNGC Power, Umatilla Electric Cooperative Amicably End Long-Term Relationship

On October 1, 2020, UEC will begin to independently acquire power resources for its members and UEC's long-term and historical relationship with PNGC will amicably end. PNGC, its 14 remaining members across seven states, and UEC are grateful for the association and long-term business relationships.

Although all parties valued the historical relationship, which began with the creation of PNGC in 1975, UEC's growth has changed circumstances and its needs have evolved. Considering these circumstances and challenges, the parties agreed that an amicable termination served the best interests of all parties.

Earlier this year, the UEC and PNGC Boards approved an agreement that provides for early termination of UEC's membership agreement with PNGC. Over the past several months UEC and PNGC have worked with third parties, such as the Bonneville Power Administration (BPA), power suppliers, and lenders to implement the termination agreement. This approach ensured a smooth transition for all concerned.

UEC and PNGC representatives characterized the agreement as fair to all concerned and expressed appreciation for the good faith negotiations and hard implementation work including that of BPA, power suppliers, and lenders that led to this successful result.

CEO Statements:

“While it is always disappointing to lose a member, I think early termination is fair to all concerned. PNGC has valued UEC as a member and they leave PNGC in good standing. I wish the UEC organization and team all the best in their new journey.” Roger Gray, CEO PNGC Power.

“The leadership of Roger Gray and professionalism of his staff were key in achieving a smooth transition and a mutually beneficial result. We thank PNGC and its members for helping us become a better organization during our long association. Moving forward, it has positioned us to adapt to a changing energy market and best meet our cooperative and community needs.” Robert Echenrode, General Manager and CEO, Umatilla Electric Cooperative.

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For More Information Contact:

Roger Gray, PNGC Power President & CEO, 925-324-6693
Steve Meyers, Umatilla Electric Cooperative, Member Services Administrator, 541-314-6798

About PNGC and UEC


Umatilla Electric Cooperative, based in Hermiston, Ore., serves a large portion of the Columbia Basin of northeastern Oregon. With 10,400 members and 17,800 meters, UEC is a not-for-profit company owned by the consumers it serves.

PNGC Power is a Portland-based electric generation and transmission (G&T) cooperative owned by 14 Northwest electric distribution cooperative utilities with service territory in seven western states (Oregon, Washington, Idaho, Montana, Utah, Nevada, and Wyoming).

MEMORANDUM



September 29, 2020

TO: Chris Cummings, Assistant Director
FROM: Art Fish, Business Incentives Coordinator 
C: Regional Development Officer
SUBJ: Positive Determination for Enterprise Zone Re-designation

CLR-31-2020

Background

The sponsor of the Columbia River Enterprise Zone has re-designated that zone, which would terminate at the end of the year under OrLaws 2020ss1, Ch. 12, §35 (HB 4212), instead of this past June, by operation of law. See table below for further details.

SUBMISSION FOR ENTERPRISE ZONE RE-DESIGNATION UNDER ORS 285C.074

Columbia River Zone	
Received Complete	September 22, 2020, from Zone Manager/CREZ Board
Zone Sponsor	Port of Morrow and Morrow County, with City of Boardman consenting
Area	<ul style="list-style-type: none">• The current and future enterprise zone boundary encompass the same 11.4 square miles in the Boardman-North County region.• It includes Port properties and other land zoned for essentially industrial uses, as well as airport and agricultural processing areas.
Economics & Other	<ul style="list-style-type: none">• Despite robust average wages (due in part to nonresident workers), county per capita income has lately been 71% of the state income level, according to the U.S. Census American Community Survey.• This zone represents much of the county's population and economy, so that county data can be readily used. Local economic statistics are not much better.• Consultation meeting with local taxing districts was well organized and well attended.• Since its establishment at the Port's initiative in the late 1990's, this enterprise zone has enjoyed extensive, diverse investments and hiring by business firms, notably in facilities that process data or food.• The City has been a cosponsor since the beginning, but will only consent to this third designation.

Findings & Recommendation

The re-designation complies with relevant parts of OAR 123-650, as well as ORS 285C.050 to 285C.250, in terms of:

- Zone size and distances and relative local area economics,
- Local processes, participation and adoption of governing body resolutions, and
- Evidence submitted in regard to mapping and description of zone boundary.

Please formalize this determination with your digital signature below.

Statement of Salient Zone Features

Under ORS 285C.250 (2019), the sponsor of an enterprise zone may re-designate the zone prior to its termination by operation of law, subject to positive determination by the Oregon Business Development Department. The Port of Morrow and Morrow County have made such a re-designation and submitted documentation to that effect, in accordance with agency administrative rules and the requirements of Oregon Law. Therefore:

1. January 1, 2021, is the effective date of this re-designation of the Columbia River Enterprise Zone, III.
2. The re-designated rural enterprise zone is described in the attached materials and in agency records.
3. The Columbia River Enterprise Zone shall exempt the qualified property of hotels, motels and destination resorts, subject to the respective requirements.
4. The Columbia River Enterprise Zone terminates June 30, 2025, under ORS 285C.255, the revision of which would cause the zone to terminate at the latest by operation of law on June 30, 2031.

Confirmation of Positive Determination

**Chris
Cummings**

Digitally signed by Chris
Cummings
Date: 2020.10.02 01:13:55
-07'00'

Chris Cummings
Assistant Director, Economic Development
Oregon Business Development Department

Attachments

C: Local zone manager
County assessor's office
Department of Revenue

CLR-31-2020

Columbia Enterprise Zone III

- Township 3 North, Range 23 EWM:

That portion of parcel 1, partition plat 2001-06, according to the plat thereof, records of Morrow County, Oregon, described as follows:

Beginning at the most southeasterly corner of said parcel 1; thence north 00°00'00" west 2640.0 feet along the easterly boundary of said parcel 1 to an angle point in said boundary; thence leaving said easterly boundary, south 90°00'00" west 2800.0 feet to an angle point in the westerly boundary of said parcel 1; thence south 00°00'00" east 2640.0 feet along said westerly boundary to the most southwesterly corner of said parcel 1; thence north 90°00'00" east 2800.0 feet along the southerly boundary of said parcel 1 to the point of beginning.

- Township 4 North, Range 24 EWM:

All of Partition Plat 1999-11;
All of Partition Plat 2003-4;
Partition Plat 2012-3, portion of Parcel 1 in the NE1/4 of Section 27 lying East of Tower Road

- Township 4 North, Range 25 EWM:

Section 1: All
Section 2: All lying South of Columbia River
Section 3: All lying South of Columbia River
Section 4: All lying South of Columbia River
Section 9: All of C. Locke, Sr Industrial Park;
All of Partition Plat 2019-9;
All of Partition Plat 2020-4;
All of Partition Plat 2008-7;
All of Partition Plat 2019-12;
Partition Plat 2016-4, Parcel 1;

Beginning at the Southeast Corner of Lot 1, Block 6, Boardman; thence North 87°22'46" West along the North line of Northeast Front Street a distance of 114.44 feet to the East line of East First Street; thence North 2°37'14" East along said East line a distance of 80.54 feet to a point of curvature; thence along the arc of an 880.00 foot radius curve left a distance of 88.88 feet; thence South 86°14'10" East a distance of 240.95 feet to the West line of that tract of land described in Book 72, Page 558 Morrow County Deed Records; thence South 7°48'51" East a distance of 170.40 feet to the Easterly extension of the North line of Northeast Front Street; thence North 87°22'46" West along said North line to the point of beginning;

All of Lots 1 & 2, Block 2, South Boardman subdivision to City of Boardman, together with that portion of the Southwest

Quarter of Section 9, beginning at the SW corner of Lot 1, Block 2 South Boardman, thence S87°18'13"E along the South Line of Lot 1, 94.64 ft, thence S82°32'26"W 93.12 ft, thence N7°34'40"W 16.69 ft to the point of beginning. Also excepting beginning at the SE corner of Lot 2 Block 2, South Boardman, thence N87°18'13"W along South line of Lot 2 and South line of Lot 1, 148.06 ft, thence N82°32'26"E 145.68 ft to East line of Lot 2, thence S7°36'11"E 26.11 ft to point of beginning;

Lots 1, 2, 3, E 60 ft Lot 7, & Lot 8, Block 3 Boardman Addition

Section 10: N1/2, N1/2 S1/2, N 1111.3 ft of the SW1/4 SE1/4, N 989.9 ft of the SE1/4 SE1/4;

All of Block 4, Port of Morrow Food Processing Park subdivision

Section 11: N1/2, NW1/4 SW1/4, NE1/4 SW1/4 lying N of Interstate 84, SW1/4 SW1/4 excluding the S 330 ft; S1/2 SE1/4 lying N of Interstate 84

Section 12: N1/2 NW1/4, SE1/4 NW1/4 lying N of Union Pacific RR, NE1/4, W1/2 SW1/4 lying N of US Highway 30, N1/2 SE1/4; beginning at a point which is the SE corner of Section 12, thence N1°36'46"W 808.37 ft along the E line to the true point of beginning, thence NWly along the perimeter of a 881.67 ft radius circle a distance of 595.32 ft (chord bears N67°49'18"W 583.07 ft), thence N41°14'20"E 787.52 ft to E line Section 12, thence S1°36'46"E alone E line 810.32 ft to the true point of beginning.

All of Partition Plat 2012-09

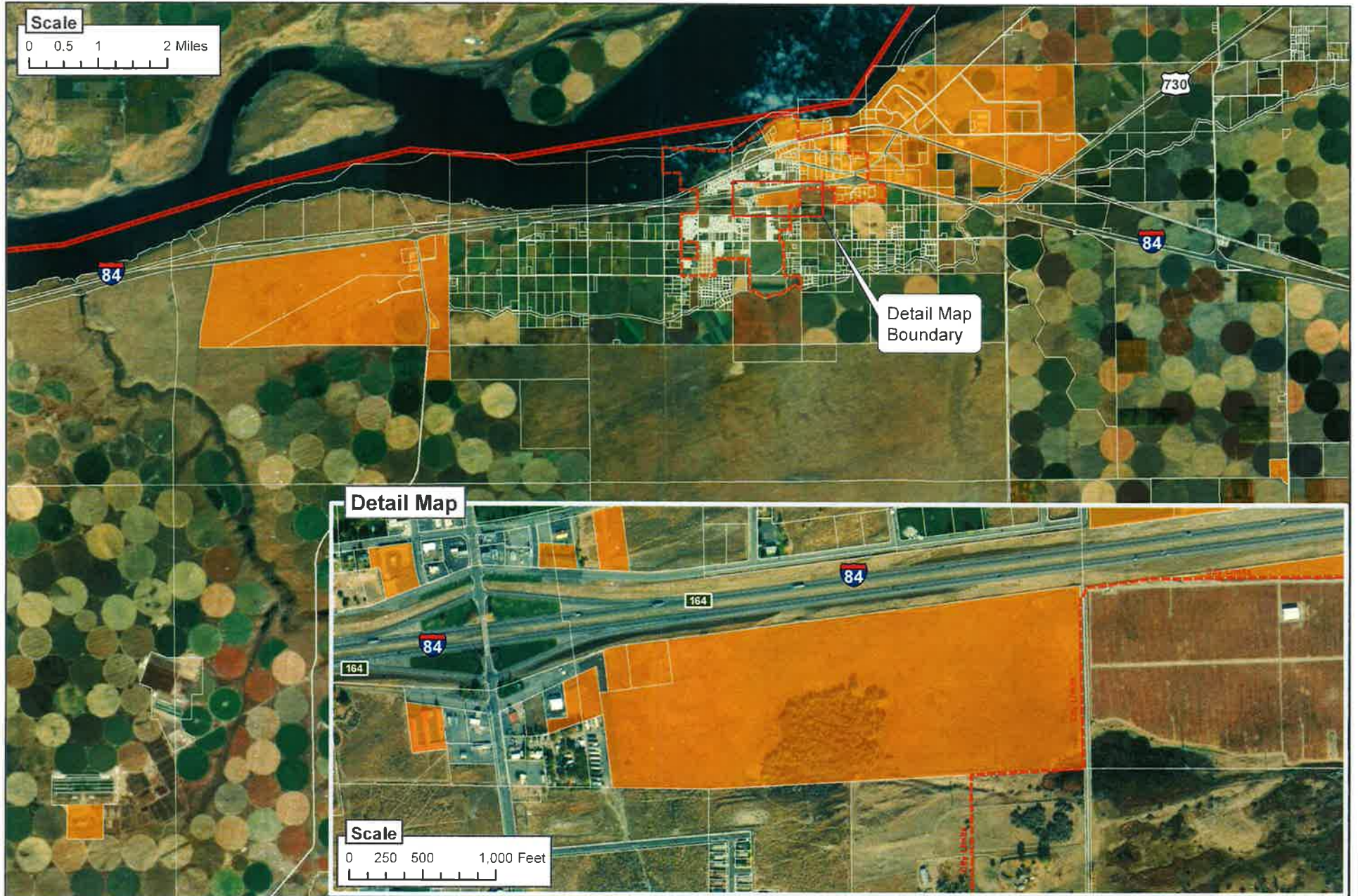
- Township 4 North, Range 26 EWM

Parcel 1 of Partition Plat 2006-5 (including part in 3N26)

Section 6: All

Section 7: All lying NWly of US Highway 30, excluding S 330 ft

Section 8: Partition Plat 2016-6, Parcel 3



**Columbia River
Enterprise Zone
(CREZ)**

2018 CREZ Boundaries

Legend

Taxlots

City Limits

CREZ Boundary

Total CREZ Area: 7,312.29ac or 11.43mi²



Cartography By: Stephen Wreccics
Morrow County Planning Department
Date Saved: 11/16/2018 3:26:25 PM

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN