

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 16, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Minutes: November 12th
 - c. Order No. OR-2020-11: Extending the State of Emergency
 - d. Request to surplus two Sheriff's Office vehicles
 - e. Application for Tax Refund
- 5. Business Items**
 - a. Retirement Recognition: Gayle Gutierrez
 - b. Purchase Pre-Authorization Request, County Surveyor Vehicle (Matt Kenny, Surveyor)
 - c. Christmas Eve Holiday (Lindsay Grogan, Human Resources Manager)
 - d. Eastern Oregon Workforce Board Appointment (Chair Lindsay)
 - e. Public Health Funding Letter
 - f. Letter of Support – Oregon Child Development Coalition
 - g. Planning Commission Appointment Request (Tamra Mabbott, Planning Director)
 - h. **10:15 a.m.:** Confined Animal Feeding Operating (CAFO) Permit Application Discussion (Wym Matthews, Oregon Department of Agriculture; Tamra Mabbott)
 - i. **10:45 a.m.:** Review Updated Retirement Plan Services Agreement (Jennifer Currin Gutridge, McGee Wealth Management)
 - j. Review Columbia River Enterprise Zone III Draft Intergovernmental Agreement
 - k. Update on Sheriff's Station 2 Building
 - l. CARES Act Business Assistance Grant Update (Commissioner Doherty)
 - m. Morrow County Emergency Operations Center Update
 - i. Vaccines Update
 - ii. **COVID-19 Quarantine Guidelines Policy (Lindsay Grogan)**
 - n. Irrigon Building Update (Darrell Green)
- 6. Department Reports – None Scheduled**
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Sign documents**
- 10. Adjournment**

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

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

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

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:

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

**Morrow County Board of Commissioners Meeting Minutes
November 12, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty, Darrell J. Green, Mike Gorman, Roberta Lutchner

Present Via Zoom

Staff: Ronda Fox, Lindsay Grogan, Gayle Gutierrez, Katie Imes, Kate Knop, Tamra Mabbott, Linda Skendzel. Non-Staff: J.R. Cook, David Sykes, one unidentified participant

Call to Order: 9:00 a.m.

Color Guard Ceremony by Ione American Legion Post 95 and Auxiliary

A video paying tribute to all military veterans was shown, followed by a brief statement from Morrow County's Veterans Services Officer, Linda Skendzel.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable and Payroll Payables*
2. *Tenth Amendment to Oregon Health Authority Intergovernmental Agreement #159175 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize Chair Lindsay to sign on behalf of the County*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Oregon State University – Morrow County Extension Updates

In-person updates were provided by Erin Heideman (4-H Educator), Anna Browne (4-H/Juntos Latino Outreach Coordinator) and Julie Baker (Administrative Office Manager). Zoom updates were provided by Chris Schachtschneider (Animal & Rangeland Sciences) and Nicole Strong (Regional Director, Central Region). Some topics covered by each:

Mr. Schachtschneider

- Conducting online workshops for livestock producers since in-person visits have not been possible due to COVID.
- A needs-assessment survey was sent to livestock producers but the return rate was low.
- Work continues on various projects, such as a vegetation monitoring program and applying for grants.

Ms. Browne

- Even though 2020 has not been a good year, positive and fun events are being planned for the future.
- Ms. Browne took over the Umatilla County 4-H program when the person in that position left in December. The Umatilla County position has not yet been filled.

Ms. Baker

- Gradual resumption of in-person programming and on-site work activities has begun at the local office.
- The current status of employees is posted on the door of the office, on the website, listed in the outgoing phone message, and published in the local papers.
- During the time away from the office, OSU has been supportive of professional development trainings and courses for employees.

Ms. Strong

- Expressed gratitude to the Morrow County Extension faculty and staff for their responsiveness and resilience this year while still safely serving the community.
- A search has begun for a statewide 4-H Program Leader.

Larry Lutchner

- Dr. Lutchner provided a BOC update earlier in the year but offered to take the Commissioners and Administrator on a field demonstration tour of one of his research plots, when weather permits.

The Loop's Drug and Alcohol Policy

Katie Imes, Coordinator

Ms. Imes reviewed the draft policy. It was noted it only will apply to employees of The Loop. Discussion.

Commissioner Russell moved to approve the Drug and Alcohol Policy for Transportation Services, The Loop – Morrow County Transportation; to be adopted December 7, 2020 and implemented after 30 days, January 4, 2021. Commissioner Doherty seconded. Unanimous approval.

Eastern Oregon Workforce Board Appointment

Chair Lindsay presented the letter from Lori Roach, Executive Director of the Heppner Chamber of Commerce, asking to be considered for appointment to EOWB. After a brief discussion, the Commissioners determined that for the sake of consistency, a recruitment effort should take place for the vacant Morrow County position on that Board.

Break: 10:48-11:00 a.m.

11:04 a.m. Executive Session: Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

11:31 a.m. Closed Executive Session

Business Items, continued

Irrigon Building Update

Mr. Green provided an update on the latest activities associated with the new building in Irrigon.

Emergency Operations Center Update

- Chair Lindsay reported five counties were designated as being on “pause” by the Governor’s Office, and while Morrow County wasn’t one of them, she feared it could be.

She recommended County residents do their best to slow the spread. She also said the 20 positive cases in the last week can be attributed to one family event. Chair Lindsay said she would meet in the near future with Bob Houser, Morrow County Health District Chief Executive Officer, to discuss providing more testing opportunities for residents.

Discuss Process for County Administrator's Annual Review

Lindsay Grogan, Human Resources Manager

Ms. Grogan presented the results of her inquiries of other counties as to how they perform evaluations for administrators.

It was agreed Chair Lindsay would work with Ms. Grogan to develop a survey for directors to fill out, which would be submitted to Chair Lindsay.

Letter Regarding Petition to Oregon Water Resources Department for Rulemaking

Tamra Mabbott, Planning Director

Last week, the Board requested two letters be drafted to submit to OWRD in opposition to a request for rulemaking from Stand Up to Factory Farms. J.R. Cook, Director, Northeast Oregon Water Association, drafted a regional letter, while Ms. Mabbott drafted a letter specifically reflecting Morrow County's reasons for opposition. Discussion.

Commissioner Doherty moved to approve the letter crafted by NOWA. Commissioner Russell seconded. Discussion: Commissioner Doherty said he didn't necessarily agree with everything in the regional letter, such as some of the land use references, and he felt Mr. Cook was using the letter to "shake loose" the Columbia River-Umatilla Solutions Task Force (CRUST) Declaration of Cooperation, but he would be happy to sign it. Chair Lindsay said she agreed. The Commissioners said if minor changes were made later today to the letter, they requested a second review. Unanimous approval.

Commissioner Doherty moved to sign the letter crafted by Ms. Mabbott. Commissioner Russell seconded. Chair Lindsay said there was one correction made (remove the words "is biased and unfairly" in the first paragraph). Commissioner Russell seconded the correction. Unanimous approval of the correction. Unanimous approval of the original motion.

Department Reports

Planning Department Monthly Report

Ms. Mabbott briefly reviewed her written report.

Community Development Department Monthly Report

As Director Gregg Zody was unavailable, Chair Lindsay asked that his report be moved to next week.

Assessment & Tax Quarterly Report

Mike Gorman reviewed his written report and provided a PowerPoint presentation on:

- 2020-21 Values - Taxable, Market, and Exemptions (Strategic Investment Program and Enterprise Zone)
- 2020-21 Tax Amounts

- 2019-20 Taxable Value and Tax Amounts
- Status and payments of all SIP and Enterprise Zone Agreements
- List of Top 20 Tax Payors

Letter of Intent, Oregon Community Paths Grant Program – Project Update

The Board reviewed the written information provided by Mr. Zody, who was unable to attend.

Update on Resiliency Grants

The Board decided to move Mr. Zody's Resiliency Grants Update to next week.

Correspondence

- Schedule of listening sessions for local government representatives with the Oregon Department of Environmental Quality's Materials Management Program
- Letter from Senator Jeff Merkley marking Veterans Day

Signing of documents

Adjourned: 12:45 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: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:

Phone Number (Ext): 5626
Requested Agenda Date: 12-16-2020

(No acronyms please)

County State of Emergency- Extension

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

- | | |
|---|--|
| <input checked="" 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 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

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.*

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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):

On December 9, 2020, the Morrow County Board of Commissioners requested that a extension be drafted that would extend the COVID-19 State of Emergency for another 180 days. The COVID-19 counts continue to rise in Morrow County, and while a vaccine has been created to treat COVID-19, full vaccination will not occur until summer 2021.

2. FISCAL IMPACT:

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

Motion to approve Order OR-2020-11.

☒ Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

)
**An Order Declaring a Local State of Emergency)
Extending Order OR-2020-6)**

Order No. OR-2020-11

WHEREAS, ORS 401.305 provides authority for the Board of County Commissioners for Morrow County (hereinafter, the "Board") to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, ORS 401.309 authorizes the Board to declare that a state of emergency exists in Morrow County and to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the following conditions have resulted in the need for a local state of emergency: (a) Emergency orders from the Governor restricting gatherings, closing schools and encouraging social distancing and remote business operations; (b) COVID-19 is a highly contagious and novel Coronavirus for which there is no vaccine, and the public is at risk for contracting the disease; (c) Oregon announced its first presumptive case of COVID-19 on February 28, 2020; and

WHEREAS, the presence of COVID-19 continues to constitute a high potential threat to public health, to wit, infectious Coronavirus (COVID-19) which is known to spread person-to-person through coughing, sneezing and close personal contact; and

WHEREAS, the State of Oregon and Morrow County have continued to see an increase in COVID-19 cases; and

WHEREAS, while a vaccine has been found to prevent COVID-19, the immunization of the State will not occur until near the summer of 2021; now therefore,

**THE BOARD OF COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON,
hereby ORDERS as follows:**

Section 1. Pursuant to ORS 401.309, the Board of Commissioners for Morrow County continues to declare a state of emergency for Morrow County.

Section 2. Morrow County Order OR-2020-6 shall be extended for an additional 180 days.

Section 3. Upon this declaration of a state of emergency, the Board of Commissioners (and/or designees) shall be authorized to take and/or direct

such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as authorized by ORS.

Section 4. The County Commissioners, County Administrator, Local Public Health Administrator and Emergency Manager shall take all necessary steps authorized by law to coordinate response and recovery from this emergency including, but not limited to, coordinating with the State of Oregon and the federal government in order to qualify Morrow County for all available state and federal emergency assistance, not limited to use of shared resources, assistance from state and federal agencies, and financial assistance and reimbursements.

Section 5. Emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4), and Morrow County contracting rules.

Section 6. With regard to county employees, the Board of Commissioners may authorize modification(s) to relevant personnel leave, payroll processes, and workplace requirements/designations as deemed necessary by the Board of Commissioners to address impacts associated with COVID-19.

Section 7. This Order is effective upon signing.

Adopted this 16th day of December 2020

MORROW COUNTY BOARD OF COMMISSIONERS

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner



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)

Staff Contact: John A. Bowles

Department: Sheriff's Office

Short Title of Agenda Item: **Surplus Vehicles**
(No acronyms please)

Phone Number (Ext): 5102

Requested Agenda Date: 12-16-2020

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 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:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

John A. Bowles

12-10-2020

DATE

Department Head

Required for all BOC meetings

Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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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Rev. 3/28/18

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

	TAG #	VIN#	LIC#	YEAR	MAKE	MODEL	COLOR	Miles
1	406	2C3CDXAT1DH673825	E279406	2013	DODGE	CHARGER	Black	105,229
2	886	1C6RR7KT9DS653022	E256886	2013	DODGE	RAM 1500	WHITE	142,322

2. FISCAL IMPACT:

These are surplus vehicles and my recommendation is to sale both vehicles at state surplus. Both vehicles are over 7 years old and have high miles.

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

Move to:

Authorize Undersheriff Bowles to surplus the listed vehicles and transport them to Salem to be sold at State Surplus.

☒ 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: Mike Gorman

Department: Assessment & Tax

Short Title of Agenda Item:

(No acronyms please)

Tax Refund

Phone Number (Ext): 541-676-5607

Requested Agenda Date: 12-16-20

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 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:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Mike Gorman 12/11/20 Department Director

DATE

Required for all BOC meetings

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.

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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 refund for Arcus, LLC, a property owner on Buttercreek. In 2017, Partition Plat 2017-2 segregated this property into two parcels. The act of partitioning mandates us to create a new Maximum Assessed Value (MAV) for all affected tax lots per ORS 308.156. When we processed this partition in 2017, we failed to create the MAV correctly resulting in this refund for the 2017-18 tax year forward. We came across this error after tax statements were mailed out this past October.

2. FISCAL IMPACT:

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

Sign refund.

☒ Attach additional background documentation as needed.

APPLICATION FOR REFUND
MORROW COUNTY, OREGON

No. 20-95
Tax Year 2017-2021
Acct. # 1897

Property Owner :

Arcus, LLC
One 100th Ave NE Ste 102
Bellevue, WA 98004

Tax Payer:

Fidelity Brokerage Services LLC
One 100th Ave NE Ste 102
Bellevue, WA 98004

Receipt # 250472, 254106, 258631, 264179

Date paid 11-9-2017, 10/30/2018, 10/28/2019, 11/5/2020 Int. date various

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
5,996.39	5,996.39	-179.89	5,816.50	5,410.31	-162.31	5,248.00	586.08	-17.58	568.50	210.34	778.84
6,134.60	6,134.60	-184.04	5,950.56	5,534.88	-166.05	5,368.83	599.72	-17.99	581.73	145.43	727.16
6,220.16	6,220.16	-186.60	6,033.56	5,611.94	-168.36	5,443.58	608.22	-18.24	589.98	76.70	666.68
6,473.79	6,473.79	-194.21	6,279.58	5,840.57	-175.22	5,665.35	633.22	-18.99	614.23	6.14	620.37

2,793.05

Reason: Clerical error for 2017-18 thru current year.

Approved: _____ 2020

Commissioner

Commissioner

Commissioner

699-699-5-70-7075


Michael Gorman, Tax Collector

Date

12-11-20



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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Matt Kenny
Department: Surveyor
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-379-0242
Requested Agenda Date: 12/16/2020

Purchase Pre-Authorization for County Surveyor Vehicle

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Dave Smith Motors**

Contractor/Entity Address: **210 N. Division St. Kellogg, ID 83837**

Effective Dates – From: **one time purchase**

Through:

Total Contract Amount: **\$32,650.00**

Budget Line: **101-118-5-40-4105**

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

Reviewed By:

Matt Kenny 12/10/20 Department Director
DATE

Required for all BOC meetings

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.

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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 County Surveyor position needs to be outfitted with a vehicle by the end of the year.

Required Vehicle Specs: new, 1/2 ton or 3/4 ton, crew cab pickup, gas, 4x4, long box, in white.

We reached out to 8 different dealers for quotes on existing inventory and received 3 quotes that met the specifications. General consensus is that inventory for fleet vehicles is extremely low; what is available has been moving very quickly. Given the lack of inventory, I also asked for quotes on regular cab vehicles in the event at least 3 like vehicles could not be located. The regular cab quotes received that offered State pricing averaged to just over \$29,000.00. This further certifies that the crew cab quotes received are in line with competitive State pricing.

Quote #1: Dave Smith Motors, Kellogg, ID - 2021 Ram 2500 Crew Cab - \$32,650.00

Quote #2: Power Chevrolet, Sublimity, OR - 2021 Chevy 1500 Crew Cab - \$35,242.50

Quote #3: Landmark Ford, Tigard, OR - 2021 F-250 SRW Crew Cab - \$42,740

We would like to move forward with purchase of Quote #1 from Dave Smith Motors at a cost of \$32,650.00. This is the lowest of the three like bids received.

2. FISCAL IMPACT:

This purchase would be executed from the County Surveyor Capitol Outlay, budget line 101-118-5-40-4105, at a one time cost of \$32,650.00.

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

Motion to approve purchase pre-authorization of the 2021 RAM 2500 Crew Cab pickup from Dave Smith Motors in the amount of \$32,650.00.

☒ Attach additional background documentation as needed.

QUOTE # 1

INTERNAL WORK SHEET

Doc Printed: 12/10/2020 04:51:25pm

MORROW COUNTY		Deal #:		DATE: 12/10/2020	
Name P.O. Box 788		E-Mail: mkenny@co.morrow.or.us		SALESMAN: DAVE SMITH GM/CHRYSLER, INC	
Address Heppner OR 97836		City: Morrow St: OR Zip: 97836		210 NORTH DIVISION	
County: Morrow		Fax:		KELLOGG, IDAHO 83837	
		Salesperson: Russ Hersrud		(208) 784-1208	
Night Phone:		Day Phone: 5413790242		Advent# 36123	
Please enter my offer, subject to your acceptance for the following: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> VAN <input type="checkbox"/> SUV					
Year: 2021 Make: RAM Model: 2500 Color: WHITE Trim: TRADESMAN					
Stock ID: 30993Z VIN: 3C6UR5HJ5MG502805 <input type="checkbox"/> TRADE <input checked="" type="checkbox"/> NO TRADE					
MSRP 43,475.00			TOTAL	32,380.00	
DSM PRICE		+ 40,930.00	MINUS TRADE ALLOWANCE		
GOV'T BID ASSIST		- 8,700.00	= DIFFERENCE PRICE	= 32,380.00	
		= 32,230.00			
DEALER PREP		+ 150.00			
		= 32,380.00			
			DOCUMENT FEE	270.00	
			Subtotal	= 32,650.00	
			Down Payment		
			Balance Owned on Trade-In		
			UNPAID BALANCE	= 32,650.00	
			UNPAID BALANCE TO BE PAID IN		
			MONTHLY PAYMENTS OF \$ EACH		
			PAYABLE ON THE SAME DAY OF EACH MONTH		
			BEGINNING		
			AND ADDITIONAL PAYMENTS AS FOLLOWS		
SUB TOTAL 32,380.00			Salesman cannot accept this offer or obligate seller in any manner whatsoever. OFFER IS NOT BINDING UNTIL ACCEPTED IN WRITING BY OFFICER OR SALES MANAGER OR DEALER		
:COMMENTS:					
If you desire financing, you are authorizing an investigation of your credit and employment history					
PURCHASER'S SIGNATURE			MANAGER'S SIGNATURE		

QUOTE #1
WINDOW STICKER



2021 MODEL YEAR

RAM 2500 TRADESMAN CREW CAB 4X4 LONG BOX

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$40,750**

RAM 2500 TRADESMAN CREW CAB 4X4
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy Duty HEMI 1405 Engine
Transmission: 8-Speed Automatic 6HP75-TCV Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
Manual SNH-On-The-Fly Transfer Case
3.73 Axle Ratio
730-Amp Maintenance Free Battery
180-Amp Alternator
Hill-Start Assist
Electronic Stability Control
Electronic Roll Mitigation
Traction Control
Trailer Sway Damping
Anti-Lock 4-Wheel Disc Brakes
Sentry Key® Theft Deterrent System
Push-Button Start
Speed Control
Tire-Pressure Monitoring Display
Tire-Fill Alert
32-Gallon Fuel Tank

INTERIOR FEATURES

Uconnect® 3 with 5-Inch Display
Integrated Voice Command with Bluetooth®
6 Speakers
Full Function Media Hub with 2-USB Plus Aux Port
40 / 20 / 40 Split Bench Seat
Rear Folding Seat
Rear Under-Seat Storage Compartment
12-Volt Auxiliary Power Outlet
Rear-View Day / Night Mirror
Tilt Steering Column
Temperature and Compass Gauge
Power Front Windows with 1-Touch Up & Down
Black Vinyl Floor Covering
Driver / Passenger Assist Handles

EXTERIOR FEATURES

17-Inch x 7.5-Inch Steel Styled Wheels
LT245/70R17E BSW All-Season Tires
Locking Tailgate

Class V Receiver-Hitch
7 Pin Wiring Harness
Trailer-Tow with 4-Pin Connector Wiring
Tinted Windshield Glass
Tinted Glass Windows
Automatic Headlamps
Halogen Quad Headlamps
Incandescent Tail Lamps
Cargo and CHMSL Lamp
Full-Size Spare Tire

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package ZGA \$445
Anti-Spin Differential Rear Axle \$195
Power Black Trailer-Tow Mirrors w/ Manual Fold-Away
Exterior Mirrors with Supplemental Signals
Exterior Mirrors Courtesy Lamps
Mirror Running Lights
Engine Block Heater \$95
Trailer Brake Controller \$295
Trailer Light Check

Destination Charge **\$1,685**

TOTAL PRICE: * \$43,475

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY**

Assembly Plant/Port of Entry: SALTILO, MEXICO

VIN: 3C5-UR5HJ5MG-502805



THIS LABEL IS ADDED TO THE VEHICLE TO DISPLAY THE MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION. THE LABEL MAY BE REPRODUCED OR ALTERED FOR ANY OTHER PURPOSE. THE LABEL IS NOT VALID FOR ANY OTHER PURPOSE.
*MSRP. EXCLUDES TAX, TITLE, LICENSE, AND OTHER AVAILABLE EQUIPMENT. **MSRP. EXCLUDES TAX, TITLE, LICENSE, AND OTHER AVAILABLE EQUIPMENT. ***MSRP. EXCLUDES TAX, TITLE, LICENSE, AND OTHER AVAILABLE EQUIPMENT.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

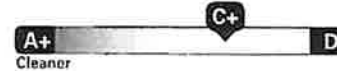
California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with **higher ratings**:
Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA
AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Build It. We Back It.

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

QUOTE #2



Vehicle Locator

Detail Report for Customer

POWER CHEVROLET

500 SW SUBLIMITY BLVD, SUBLIMITY, OR, 97385

503-769-7691

Customer/Company:

Sales Consultant:

JIM CHURCH

Address:

Vehicle #1: 2021 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	1GCUYAEF3MZ177656	\$44,490.00	N/A

Additional Vehicle Information

GM Marketing Information

~~49,600~~ Government Concession

Body Style: CK10743-4WD, Crew Cab

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1CX/2CX/1FL-Cloth, Jet Black, Interior Trim

Engine: L82-Engine: 5.3L, EcoTec3 V-8, DI, Active Fuel Mgt, V V T

Transmission: MYC-6-Speed Automatic

Options: 1SZ-WT VALUE PACKAGE DISCOUNT

1WT-Work Truck Preferred Equipment Group

5H1-Key Equipment, 2 Additional Keys (SEO)

AE7-Seats: Front 40/20/40 Split-Bench, Uplevel

AKO-Glass, Deep Tinted

AQQ-Keyless Remote Entry

AU3-Power Door Locks

BG9-Floor Covering: Rubberized Vinyl, Black

C49-Defogger, Rear Window, Electric

C5Y-GVW Rating 7100 Lbs

DLF-Mirrors, O/S: Power, Heated

E63-Durabed

G80-Auto Locking Differential, Rear

GAZ-Summit White

GU6-Rear Axle: 3.42 Ratio

H1T-1WT/1CX/2CX/1FL-Cloth, Jet Black, Interior Trim

IOR-Chevrolet Infotainment, 8" Color Screen

JHD-Hill Descent Control

JL1-Integrated Trailer Brake Controller

K34-Cruise Control

K47-Heavy Duty Air Filter

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

KW7-Alternator, 170 AMP

34,890.00 Plus Fees

174.50 Privilege tax

178.00 CAT Tax.

35,242.50

L82-Engine: 5.3L, EcoTec3 V-8, DI, Active Fuel Mgt, V V T

MYC-6-Speed Automatic

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA

Emissions

NQH-Transfer Case: Active, 2-Speed, Autotrac,

Rotary Dial

NZZ-Skid Plate

PCV-1WT Convenience 1 Package

PEB-1WT Value Package

QK1-Standard Tailgate

QT5-Tailgate Function--EZ Lift, Power Lock & Release

R6Y-OPD / Focused Ordering Configuration Not Desired

RC5-Tires: LT265/70 R17 "C" All Terrain, Blackwall

RD6-Wheels: 17" Steel - Painted Ultra Silver

RHM-Tire, Spare: LT265/70 R17 "C" All-Terrain, Blackwall

SAF-Spare Tire Lock

UF2-Lighting, Cargo Box, LED

UVC-Rear Vision Camera

V46-Bumper, Front, Chrome

V76-Recovery Hooks

VJH-Bumper, Rear, Chrome Step

VK3-Front License Plate Mounting Provisions

YK6-SEO Processing Option

Z71-Suspension Package: Off-Road

Z82-Trailer Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

QUOTE #3

KTP-003564 OR 3-NORMAL, NB, 003564, LK271 10466

CERT CERT CERT TRD R RAMP BUMP CAMP BOOK EXFL

1FT7W2B69 MEC09479 NB



Go Further
ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2021 F250 SRW 4X4 CREW CAB
XLT 176" WB STYLESIDE
6.2L EFI V-8 ENGINE
6-SPEED AUTOMATIC TRANS G

ME C09479

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- BOXLINK™
- BUMPERS - CHROME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTO LAMP (ON/OFF)
- PICKUP BOX, TIE DOWN HOOKS
- -NA W/BOX DLT
- POWER TAILGATE LOCK
- PRIVACY GLASS - REAR DOORS
- SPARE TIRE AND WHEEL LOCK
- -NA W/BOX DLT
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL

INTERIOR

- 110V/400W OUTLET
- 1 TOUCH UP/DOWN DR/PASS WIN
- 4.2" PRODUCTIVITY SCREEN
- 60/40 REAR BENCH W/FLIP-UP
- FLIP-DOWN W/HEAD RSTRT
- /UNDER-SEAT STORAGE
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING: TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL

- BLIS W/CROSS-TRAFFIC ALERT
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- MYKEY®
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- -NA W/BOX DLT
- REMOTE KEYLESS ENTRY
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®

SAFETY/SECURITY

- ADVANCED SECURITY PACK
- ADVANCETRAC® WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.609A
- 6-SPEED AUTOMATIC TRANS G
- LT275/70R18E BSW ALL TERRAIN
- 3.75 ELECTRONIC-LOCKING AXLE
- FRONT LICENSE PLATE BRACKET
- ALL WEATHER MATS W/O CARPET MAT
- CHROME PACKAGE
- XLT PREMIUM PACKAGE
- .8" ANGULAR CHROME STEP BAR
- .FOG LAMPS
- .CHROME PVD ALUMINUM WHEELS-18
- .REVERSE VEHICLE AID SENSOR
- .HEATED FRONT SEATS
- .8-WAY POWER SEAT-DRIVER
- .FX4 OFF-ROAD PACKAGE
- .SKID PLATES
- .10000# GVWR PACKAGE
- .50 STATE EMISSIONS
- .BACKGLASS DEFROST
- .POWER SLIDING REAR WINDOW
- .CAMPER PACKAGE
- .SPARE TIRE AND WHEEL
- .POWERSCOPE TRAILER TOW MIRROR
- .JACK
- .UPFITTER SWITCHES
- .200AMP(2L)/240CMP(5.7L) ALTR
- .TAILGATE STEP
- .TOUGH BED SPRAY IN BEDLINER

NO CHARGE

265.00

280.00

NO CHARGE

130.00

NO CHARGE

2,995.00

NO CHARGE

400.00

NO CHARGE

NO CHARGE

405.00

160.00

NO CHARGE

280.00

165.00

NO CHARGE

375.00

695.00

PRICE INFORMATION

BASE PRICE

\$46,505.00

TOTAL OPTIONS/OTHER

5,160.00

TOTAL VEHICLE & OPTIONS/OTHER

\$2,865.00

DESTINATION & DELIVERY

1,895.00

STATE CONTRACT PRICE IS \$42,740
+\$213.70 PRIV TAX
+\$158.23 CAT TAX
+\$152.50 IF E-PLATES

RAMP ONE

RD42

RAMP TWO

RAIL

ITEM #:

74-8827 Q/T LHM

TOTAL MSRP \$54,360.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

LK271 N RB 2X 115 003564 10 27 20

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless noted above.

California Air Resources Board

Flexible Fuel Vehicle Gasoline Equivalent (E85)

Environmental Performance

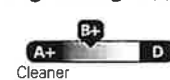
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated
Not Rated

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236



For equipped vehicles, the FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options.

FordPass Connect service™ and FordPass App™ required for certain remote features (See App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability. Evolving technology / cellular network may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR CODE 1FT7W2B69 MEC09479 TO READ



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

(For BOC Use)
Item #
50

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

Presenter at BOC: Lindsay Grogan

Department: Human Resources

Short Title of Agenda Item:

(No acronyms please)

Christmas Eve Holiday

Phone Number (Ext): 5620

Requested Agenda Date: 12/16/2020

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 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:

DATE Department Director

Required for all BOC meetings

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.

Lindsay Grogan 12/10/2020 Human Resources
DATE

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

It was brought forward in a Quarterly report that the Board of Commissioners were open to the option of providing employees with a half day for Christmas Eve. Below are items that I would encourage you to consider when making this decision.

- 1) Instead of granting a "half day", please consider "4 hours off" to be fair to those who work 8 and 10 hour days.
- 2) Instead of 4 hours off on Christmas Eve, please consider "4 hours off the week of Christmas". This would allow some flexibility for the employees.
- 3) Employees would enter their time in the time-cards as Holiday Pay (code 76).
- 4) Sheriff's Office would not be able to take this time off. I would suggest adding the 4 hours to their Sheriff's Holiday Pay.
- 5) For part-time employees we could give them 1/2 the time that they would normally be scheduled for that day with a maximum of 4 hours.
- 6) Applies to all employees who are already eligible for Holiday Pay.

2. FISCAL IMPACT:

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

Motion to approve or deny the 4 hours of additional Holiday Pay for the week of Christmas.

☒ Attach additional background documentation as needed.



133 N. Main Street, PO Box 1232, Heppner, Oregon 97836

County Commissioner
Melissa Lindsay
100 S. Courth Street
Heppner, Oregon 97836

October 27, 2020

Dear Commissioner Lindsay,

I hope your day is going well today.

It is my hope that I be considered for the open position on the Eastern Oregon Workforce Board (EOWB).

Because I have lived in Eastern Oregon for most of my life and have a strong connection to the entire area and the people that make Eastern Oregon their home, I feel I am a good fit for this board.

I come from a long line of entrepreneurs. My grandfather, father, brother, and myself are all passionate entrepreneurs that really enjoy helping people solve problems. In the summer of 2014, I began publishing [Northeast Oregon Business News](#) and in 2016 started publishing [The Gorge Business News](#), all with the intention of pushing the economic dial in a positive direction for both regions. My tagline was Connection Communities Throughout Northeast Oregon (Columbia River Gorge).

My passion for small businesses makes me a great candidate for the board position on the Eastern Oregon Workforce Board.

Thank you for your consideration, I look forward to hearing from you and for the possibility of being a positive and passionate member of the Eastern Oregon Workforce Board.

Sincerely,

A handwritten signature in blue ink that reads "Lori Roach".

Lori Roach
Executive Director
Heppner Chamber of Commerce
My Cell: 541-910-7482



Office: 541-676-5536

Cell: 541-910-7482

THE NUTS & BOLTS OF AN EASTERN OREGON WORKFORCE BOARD (EOWB) Member

This information is a broad overview of the EOWB membership and its purpose. It is not meant to be inclusive of all the duties, rules or regulations of the Board.

APPLICATION PROCESS: If there is an interest to serve as a member of the EOWB the process is that the County Judges and/or Commissioners will make the recommendation to either William 'Bill' Rosholt, Executive Director or the Chief Local Elected Official (CLEO), Susan Roberts. The recommendation is then considered and if approved the CLEO will appoint the applicant to the EOWB.

Who May Satisfy The Requirement of the EOWB

LWDB Members	LWDB Members Who May Satisfy the Requirement
Representatives of Business (WIOA Section 107(b)(2)(A))	<p>The majority of the members of the Local Board must be representatives of business in the local area. Each business representative must meet the following criteria:</p> <ul style="list-style-type: none">• be an owner, chief executive officer, chief operating officer, or other individual with optimum policymaking or hiring authority;• provide employment opportunities in in-demand industry sectors or occupations, as those terms are defined in WIOA section 3(23); and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others (in the case of organizations representing business as per WIOA Sec. 107(b)(2)(A)(ii); and• are appointed from among individuals nominated by local business organizations and business trade associations.

Purpose of the Board: (this is not an inclusive list)

- Strategic plan is adopted by the Board every four years at the July meeting. If you would like to see the adopted 2020-2024 plan go to www.eowb.org.
- Delivery of WIOA Services as defined in the federal law and Oregon State policy.
- Convener of the various sectors that have a common need or issue they may want to work toward a solution or improvement of availability. This might be legislative, training needs of the workforce, apprenticeships, and others. In this case it could be youth. Example: Frontier Stem, GO STEM
- Monitoring & Performance: this is completed annually and includes financial, participant eligibility and services delivered including a review of any plan or budget that may be in the file.

The following is an excerpt for the EOWB 2020-24 Strategic Plan. This was adopted in July as a working document and is aligned with the work of the Board at this time. The entire Draft EOWB Strategic Plan can be found on the EOWB website, www.eowb.org.

EOWB Strategic Vision and Goals

2.1 The EOWB's vision and goals for its local workforce system in preparing an educated and skilled workforce, including goals for youth and individuals with barriers to employment.

Our Vision Eastern Oregon individuals, businesses and communities are prosperous. Our Goals

- Customer-Centric Goal: Coordinate a customer-centric workforce system that is easily accessible, highly effective, and simple to understand.
- Business Solutions Goal: Work with businesses and community partners to identify and provide customized workforce solutions to help area businesses thrive.
- Qualified Workforce Goal: Guide and support efforts to prepare and deliver a workforce qualified to enter and advance in high-wage and high-demand jobs.
- Emerging Workforce Goal: Collaborate with businesses and support partners to provide young people with information, education and experiences that engage their interests, spur further career development, and connect them to employers.

2.2 How the board's vision and goals align with and/or supports the vision of the Oregon Workforce and Talent Development Board (WTDB).

WTDB Vision: Equitable Prosperity for All Oregonians

Alignment with Oregon WTDB Vision

When Eastern Oregon individuals, businesses and communities are prosperous, it contributes to all Oregonians being prosperous.

Alignment with Oregon WTDB Goals

- Workforce systems that are easily accessible, highly effective, and simple to understand empower people and provide the training and education necessary to succeed.
- When businesses and community partners come together to help businesses succeed, employers are empowered and able to create more opportunity for individuals and communities to thrive.
- Both employers and individuals prosper as people are matched to jobs that benefit both the individual and the employer when qualified workers of all ages and abilities are available.

2.3 Describe how the EOWB's goals, strategies, programs, and projects align with and will contribute to achieving the WTDB's Imperatives, Objectives, and Initiatives.

1. Advancing equity and inclusion and connecting all of Oregon's communities (tribal, rural, urban, and others); The EOWB encourages the consideration of diversity when invitations are extended to participate on the Board of Directors.
2. Working collaboratively and expanding workforce system partnerships, especially public-private partnerships;
The Board convenes area stakeholders to create synergy and eliminate duplication. Sector Partnerships increase effective public-private partnerships.
3. Acting on bold and innovative strategies that are focused on results; By focusing on outcomes of successful projects, new strategies are found to innovate processes and expand services to replicate positive results in additional Eastern Oregon areas.
4. Aligning workforce system programs, services and investments; Centralized workforce systems and stronger community collaboration create better aligned programs, services and investments. Centralized systems also increase awareness, access and utilization of programs and services.

5. Increasing awareness, access, and utilization of workforce system programs and services; Work with community partners that serve individuals of all ages and abilities, to achieve a better understanding of issues that hinder individual success.
6. Understanding the true wages required for self-sufficiency and advocating solutions that address gaps; Collaborating with community support partners to organize support services and reduce duplication to encourage the best use of resources. Ongoing communication.
7. Increasing problem-solving and critical thinking skills in students, youth, and adults; Work with youth to prepare them to enter the workforce. Advance educational opportunities that develop a work system conducive to employer needs.
8. Creating and recognizing industry-driven credentials of value including essential employability skills; Work with businesses to identify opportunities to determine credentials that are of value.
9. Increasing progress toward achieving Oregon's Adult Attainment Goal. Address attainment gaps by supporting the development of post-secondary credentials needed and recognized by employers.

Other thoughts that you may want to consider:

BEING AN EFFECTIVE BOARD MEMBER

Each board member has the potential to influence board decisions. The most important factor to ensure the decisions the board makes are fair and meaningful is regular attendance by all members. In addition, it is important that a member prepare for meetings by reading reports, proposals and other documents prepared or distributed by staff. If there are questions or are uncertainty about something, seek advice and information before and during each meeting that will enable a knowledgeable recommendation or decision.

To summarize, effective board members:

- Attend all board meetings.
- Prepare for meetings.
- Recognize that serving the public interest is the top priority.
- Recognize the board must operate in a public and open manner.
- Learn about issues affecting the board.
- Examine all available evidence before making judgment.
- Are aware that authority to act is granted to the board as a whole, not to individual members.

EOWB Members are

- Expected to attend quarterly meeting; at least four per year and any scheduled special meetings.
- Volunteer to serve on Committees. Examples are Strategic Plan, Sectors, Grant Reviews
- Recognize that you represent one county in the EOWB area, which has eight counties.

Eastern Oregon Workforce Board seeks local member

Morrow County is seeking an individual to join the Eastern Oregon Workforce Board (EOWB). Each member county can have up to two representatives on the board and Morrow County currently has one vacant position.

The Eastern Oregon Workforce Board's (EOWB) role is to develop a strategic plan and set funding priorities for the eight-county eastern Oregon area of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union and Wallowa counties. One of EOWB's functions is to facilitate partnerships between local businesses with similar workforce needs. The Board meets quarterly, and meetings are open to the public.

According to the Workforce Innovation and Opportunity Act, the majority of board members must be representatives of business in the local area. Each business representative must meet the following criteria:

- Be an owner, chief executive officer, chief

operating officer or other individual with optimum policymaking or hiring authority.

- Provide employment opportunities for in-demand industry sectors or occupations; and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others.

- Are appointed from among individuals nominated by local business organizations and business trade associations.

Letters of interest must be received by close-of-business on Friday, December 11. Please address letters to the Morrow County Board of Commissioners, P.O. Box 788, Heppner, OR 97836; or email them to rlutcher@co.morrow.or.us. For questions, please call the BOC Office at 541-676-5613 or email the above address.

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December 16, 2020

House Speaker Tina Kotek
900 Court Street N.E., Room 269
Salem, OR 97301

Senate President Peter Courtney
900 Court Street N.E., S-201
Salem, OR 97301

Re: Funding to support Oregonians during the COVID response

Dear Speaker Kotek and President Courtney,

Your efforts have provided critical support to the local Public Health response that has developed over nine months.

Morrow County is thankful for the funds, assistance and consideration we have received from Governor Brown, State leadership, Oregon Health Authority, and County solutions. Those funds were judiciously used for the immediacy of testing, tracing, and additional health staff.

We are writing today because we are very concerned about the future of that response with the December 30th expiration of the Coronavirus Relief Fund (CRF) funds. We are supportive of the Coalition of Local Health Officials (CLHO) request of eight weeks of “bridge” funding, \$16,000,000, until Federal funds are allocated or until more sustainable pandemic response funding becomes available to meet the needs of Public Health staffing and wraparound services.

Morrow County Public Health staff members are highly organized, well trained and dedicated public servants who come to work every day to reduce the spread of COVID. Morrow County Public Health staff will be on the front lines to implement the mass vaccinations in our County. Additional staffing will be an absolute necessity to properly staff the vaccine points-of-distribution (PODS) and to continue COVID investigations and contact tracing. The current funding is not sufficient to sustain the level of staff needed.

Morrow County has built a staff of new hires, limited-duration hires, contracts with organizations for staffing, and Public Health staff reassigned from other important programs. These staff members have been working tirelessly to prevent the spread of COVID-19. Our staff investigate each case of COVID and determine spread, notify contacts of those exposed and identify the need for wraparound supports. Public Health staff assist in supporting individuals with COVID to safely isolate and for contacts of COVID cases to safely quarantine. These wraparound supports for individuals and families ensure that all Oregonians have access to needed resources and help to mitigate the effects of COVID on communities of color. In

addition, the Public Health work includes community outreach by connecting and supporting schools to safely reopen, and business engagement.

The CRF funding has been critical to extending the emergency response structures within Morrow County and to providing equitable isolation and quarantine supports. Without continued funding, the infrastructure that has been created cannot be sustained. Our Public Health system is already stretched by the sheer number of cases per day and the resources necessary to slow the spread. The local systems that have been developed are at risk without additional funding beyond December 30, 2020. We must elevate and dedicate the needed funding, to ensure that on December 31st and beyond.

We urge the Emergency Board to consider the budget requests brought forward by CLHO to ensure that Oregon doesn't lose critical Public Health infrastructure before additional Federal relief is made available.

1. Funding for local Public Health staffing
2. Isolation and quarantine supports for families

We must elevate and dedicate the needed funding, to ensure that on December 31st and beyond.

These two budget requests - local Public Health staffing funding and wraparound (isolation and quarantine) supports are needed to ensure Oregonians with COVID-19 are identified and supported so they do not transmit the virus to others. These two budget requests work in tandem. Please support both.

Thank you,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner

cc: Governor Kate Brown's Office
Emergency Board Members: Senators Findley, Frederick, Girod, Hansell, Johnson, Manning, Roblan, Steiner-Hayward, Taylor, Thomsen; Representatives Drazan, Gomberg, Holvey, McLain, Nosse, Rayfield, Smith, Stark
Oregon Health Authority Public Health Division Director, Rachael Banks

December 16, 2020

Donalda Dodson, Executive Director
Oregon Child Development Coalition
9140 S.W. Pioneer Court, Suite E
Wilsonville, OR 97070

RE: Letter of Support for Oregon Child Development Coalition (OCDC) for Migrant and Seasonal Head Start Services

Dear Ms. Dodson,

The Morrow County Board of Commissioners writes this letter of support for OCDC to continue to provide its excellent services to migrant children and families in eastern Oregon.

The Board is especially eager to see these services continue. We embrace the opportunity and responsibility to improve the livability of citizens who call Morrow County home. We continue to support and provide services that will enhance and support education, families and community development.

OCDC's work with families plays a vital role in helping us meet the needs of identified priority populations in our region. OCDC's work focuses on improving the lives of children and families by providing early childhood education, care and advocacy, with unique and supportive services to enhance family growth and community success.

We are very aware of the importance of early and comprehensive services for young children prior to kindergarten, and of the long-term impact on our community of children growing up in poverty without the benefit of these types of services. OCDC provides unique and valuable services to our region's children and families, with Early Head Start, Migrant Seasonal Head Start, and Preschool Promise. The wraparound support offered to parents with training, education, and leadership opportunities ensures that the entire family system is strengthened.

OCDC is an integral partner in Morrow and Umatilla Counties, and is committed to contributing to the goals of early childhood education in our region. The Morrow County Board of Commissioners supports OCDC's important work of supporting young children and their families with what they need to thrive.

Sincerely,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner



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

(For BOC Use)
Item #
59

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

Presenter at BOC: Tamra Mabbott

Phone Number (Ext):

Department: Planning

Requested Agenda Date: 12/16/2020

Short Title of Agenda Item:

(No acronyms please)

Re-appoint Mr. Stanley Anderson to Planning Commission

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

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input checked="" 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: 5minutes |
| <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:

Tamra Mabbott 12/09/2020 Department Director
DATE

Required for all BOC meetings

Darrell Green 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):

Mr. Anderson's current term expires 12/31/2020. He was originally appointed on 8/21/2019 to complete the term of a member who resigned Position 3. Mr. Anderson would like to continue to serve on the Planning Commission.

Planning Department did not advertise for this appointment due to the fact that Mr. Anderson has served a portion of one term and would like to continue to serve. The cost for advertisement is typically \$300. which includes the East Oregonian and Heppner Gazette.

2. FISCAL IMPACT:

N/A

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

Motion to re-appoint Stanley Anderson to the Planning Commission.

☒ Attach additional background documentation as needed.



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

(For BOC Use)
Item #
5h

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

Presenter at BOC: Tamra Mabbott

Phone Number (Ext):

Department: Planning

Requested Agenda Date: 12/16/2020

Short Title of Agenda Item:

(No acronyms please)

**Presentation by Oregon Department of Agriculture regarding a
proposed feedlot to be located in Umatilla County.**

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: 15 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other Informational |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott 12/09/2020 Department Director
DATE

Required for all BOC meetings

Darrell Green _____ Administrator
DATE

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.

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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):

Wym Mathews, Oregon Department of Agriculture, Manager of Confined Animal Feedlot Operations (CAFO) and Fertilizer Programs, is doing outreach with public agencies regarding a proposed new CAFO for Madison Ranches. The feedlot will be located in Umatilla County but adjacent to Morrow County and within the Lower Umatilla Groundwater Management Area (LUBGWMA).

See attached map.

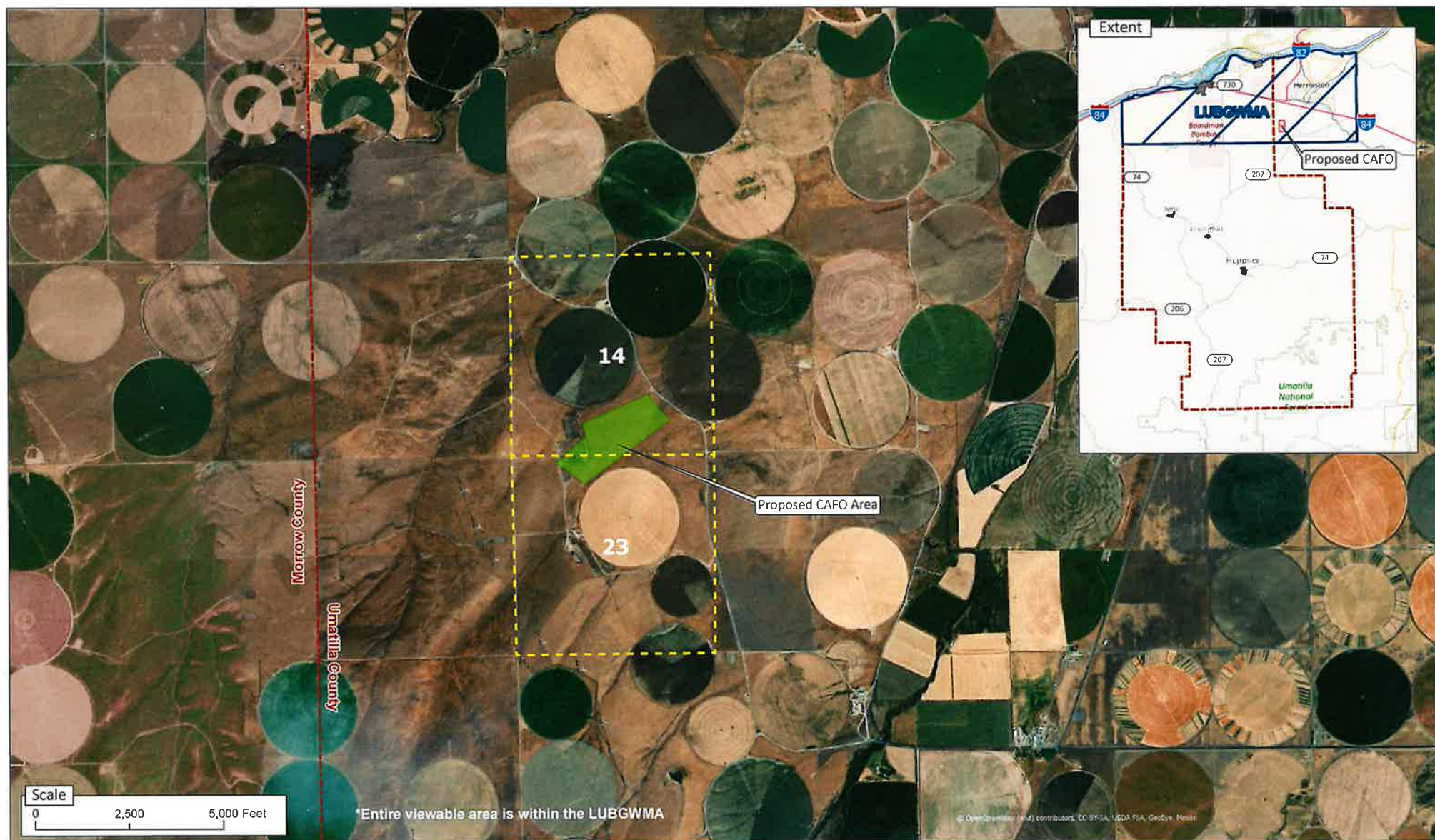
This is informational only.

2. FISCAL IMPACT:

N/A

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

☒ Attach additional background documentation as needed.



Proposed CAFO Madison Ranches

Legend

Map Sections

Proposed CAFO Area



Date Saved: 12/14/2020 10:35

Cartography By: Stephen Wreccics
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5i

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

Presenter at BOC: McGee Wealth Management

Phone Number (Ext): 5302

Department: Finance

Requested Agenda Date: 12/16/20

Short Title of Agenda Item:

(No acronyms please)

McGee Wealth Management - Investment Advisory Agreement for the Defined Benefit Plan

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:

DATE Department Director

Required for all BOC meetings

DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

Kate Knop 12/14/2020 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.

Rev: 3/28/18

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

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

Enclosed is the McGee Wealth Management Investment Advisory Agreement for the Morrow County Retirement Plan Trust effective the first day of January, 2021. The agreement retains McGee Wealth Manager as the Adviser of the Defined Benefit Plan.

Services are outlined in Appendix A & B.

Fees are outlined in Appendix C.

2. FISCAL IMPACT:

The Morrow County Retirement Trust, a separate entity from Morrow County, will fund the administrative and service fees.

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

☒ Attach additional background documentation as needed.



McGEE WEALTH MANAGEMENT

INVESTMENT ADVISORY AGREEMENT

This Agreement between McGee Wealth Management, Inc. a Registered Investment Adviser ("Adviser") whose principal office is located at 12455 SW 68th Ave., Portland, OR 97223, and Morrow County ("Plan Sponsor") whose principal office is physically located at 100 S. Court St., Heppner, OR 97836 shall be effective the First day of January, 2021. By this Agreement, Client retains Adviser to provide investment management services with respect to The Morrow County Retirement Plan Trust, a Defined Benefit Plan established on July 1, 1966 (the Plan Prior), Rewritten July 1, 1973 and amendments through July 1998 ("Plan") maintained by Plan Sponsor on the following terms:

The Plan Sponsor, as the responsible fiduciary for the Plan (the fiduciary with authority to cause the plan to enter into the arrangement), engages the Adviser to provide the services described in this Agreement.

1. Fiduciary Authority. This Agreement as entered into by the trustees represents that Adviser's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust or law and that the person(s) signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.
2. Services. Adviser agrees to provide the following services (collectively, "Services") to Client, the Plan and the Plan participants:
 - (A) **Fiduciary Services:** Adviser will perform the Fiduciary Services described in Appendix A.
 - (B) **Non-Fiduciary Services:** Adviser will perform the Non-Fiduciary Services described in Appendix B.
 - (C) Client acknowledges that Adviser has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities or property (other than collective trusts and similar vehicles); or other hard-to-value or illiquid securities or property (collectively, "Excluded Assets"). The Excluded Assets shall be disregarded in determining the Fees payable to Adviser under this

Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

3. Fees.

- (A) The compensation of the Adviser for the Services is described in Appendix C.
- (B) The Plan is obligated to pay the fees described in Appendix C. However, the Plan Sponsor, at its option, may choose to pay the fees.
- (C) Adviser does not reasonably expect to receive any other compensation, direct or indirect, for its Services under this Agreement. If Adviser receives any other compensation for such services, Adviser will (i) offset that compensation against its stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of Adviser's arrangement with the payer to Client pursuant to the terms of section 4(C) of this Agreement.

4. Representations of Adviser. Adviser represents as follows:

- (A) It is registered as an investment adviser with its principal office located in Oregon.
- (B) In performing the Fiduciary Services, it is acting as a fiduciary of the Plan under the Employee Retirement Income Security Act ("ERISA") for purposes of providing non-discretionary investment advice only.

5. It will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement required to be disclosed by Adviser under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D) and (G) as soon as practicable, but no later than sixty (60) days from the date on which Adviser is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Adviser's control, in which case the information will be disclosed as soon as practicable). If the responsible plan fiduciary or Plan Administrator requires information related to this agreement and any compensation or fees received in connection with this Agreement in order for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder, it shall make a written request to Adviser reasonably in advance of the due date for such reporting and disclosure. Upon receipt of such written request and in accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi)(A), Adviser will disclose such information reasonably in advance of such due date, unless such disclosure is precluded due to extraordinary circumstances beyond the Adviser's control, in which case the information will be disclosed as soon as

practicable. If Adviser makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv), a change to such information as described in section 4(C) hereof and disclosed pursuant to ERISA Regulation Section 2550.408b-2(c)(1)(v)(B), or information required under ERISA Regulation Section 2550.408b-2(c)(1)(vi) as described in section 4(D) hereof, Adviser will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Adviser learns of such error or omission.

6. Client Acknowledgements. Client acknowledges that:

- (A) It has retained, and will exercise, final decision-making authority and responsibility for the implementation of any recommendations or advice rendered to Client by Adviser.
- (B) Client hereby directs Adviser as to whether investments should pay, directly or indirectly, amounts to or on behalf of the Plan to cover all or most of the expenses of the Plan.

It is the intention of the Client not to bear any of the cost of the investment management of the Plan. Accordingly, when rendering Fiduciary Services, Adviser. Asset management fees will be deducted from the plan assets.

- (C) In performing the Non-Fiduciary Services, Adviser is not acting as a fiduciary of the Plan as defined in ERISA.
- (D) In performing both Non-Fiduciary Services and Fiduciary Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and Adviser has no discretion over the investment of Plan assets or to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
- (E) Adviser does not provide legal or tax advice.
- (F) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that Adviser does not and cannot guarantee financial or investment results.
- (G) Adviser (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and that Adviser (iii) may give advice and take action that is different for each client even where retirement plans are similar.

- (H) Adviser may, by reason of performing services for other clients, acquire confidential information. Client acknowledges and agrees that Adviser is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
- (I) Adviser is entitled to rely upon all information provided to Adviser, whether financial or otherwise, from reputable third parties or by Client, Client's representatives or third-party service providers to Client, the Plan, or the Adviser without independent verification. Client agrees to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.
- (J) Adviser will not be responsible for voting (or recommending how to vote) proxies of the mutual fund shares held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Client (or, if applicable, the Plan participants).

7. Representations of Client. Client represents and warrants as follows:

- (A) It is the "responsible plan fiduciary" for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA. Adviser is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The execution of this Agreement and the performance thereof is within the scope of authority authorized by the governing instrument of the Plan and applicable laws. The signatory on behalf of Client represents that (i) the execution of the Agreement is authorized, (ii) the signatory has authority to execute the Agreement on behalf of the plan, and (iii) it will provide supporting documentation as may be reasonably required by Adviser.
- (C) Upon request, Client shall deliver to Adviser copies of the plan documents, including any and all amendments thereto, and shall provide Adviser with copies of any subsequent amendments or restatements of those documents.
- (D) The Plan and related Trust permit payment of Fees out of Plan assets. Client has determined that the Fees charged by Adviser are reasonable and, if paid out of Plan assets, are a proper obligation of the Plan.

8. Standard of Care.

- (A) Adviser will perform the Fiduciary Services described in Appendix A in accordance with the prudent man rule set forth in ERISA section 404(a)(1)(B).

- (B) Adviser will perform the Non-Fiduciary Services described in Appendix B and shall not be liable for any liabilities and claims arising thereunder unless directly caused by Adviser's intentional misconduct or gross negligence.
9. Receipt of Disclosure. Client agrees to review and consider the disclosures made by Adviser (including in this Agreement and the Form ADV Part 2, 2B, 3 (Form CRS) or similar disclosure), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like. Client acknowledges receipt of this Agreement and Adviser's Form ADV Part 2, 2B, 3 (Form CRS) (or similar disclosures required under state law) reasonably in advance of entering into this Agreement. Client also acknowledges receipt of the Adviser's Privacy Policy.
10. Termination. Either party may terminate this Agreement upon notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of sections 7 and subsection 10(G)) shall survive any expiration or termination of this Agreement. Upon the effective date of termination, Adviser will have no further obligation under this Agreement to act or advise Client with respect to Services under this Agreement.
11. Miscellaneous.
- (A) Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designed by notice in writing to the other party, or (iv) as otherwise mutually agreed by the parties.

In addition, Client agrees to accept electronic communication of any notice, advice, disclosure, or report in lieu of a printed copy.¹⁰

Electronic Communications: Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA section 408(b)(2) at the email address listed above or such other email address as Client may designate in writing to Adviser. Client may revoke this consent at any time by providing notice to Adviser pursuant to this Section 10(A).

- (B) Assignability. Adviser may assign this agreement through a sale or merger of Adviser's company. Plan Sponsor has the option to terminate this agreement under Section 10 of this Agreement. Notice of pending assignment was made to the Plan Sponsor on November 12, 2020.
- (C) Binding Agreement. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned by either party without the consent of the other party.
- (D) Entire Understanding and Modification. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the consent of the parties.
- (E) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- (F) Applicable Law; Forum. The laws of the State of Oregon shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
- (G) Arbitration Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon and all statutes thereunder, including the statute of limitations, without the application of the principles of choice of law. In addition, this Agreement is also intended to conform to the requirements of, and to be construed and interpreted in accordance with ERISA, when applicable. Since an affiliate of Adviser and Adviser's Representative may be registered broker-dealers and registered representatives, subject to the rules of the Financial Industry Regulatory Authority, Inc, ("FINRA"), the parties agree that any arbitration under Section 10 below must be conducted under the rules of the FINRA and in a forum located in Portland, Oregon and each party irrevocably submits to the personal jurisdiction of FINRA and to a venue closest to Portland, Oregon.
- (H) Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction and not otherwise required to be submitted to arbitrations pursuant to this Agreement shall be brought and determined by the appropriate federal or state court in Portland, Oregon or Multnomah County, Oregon and no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts

in any such suit, action or proceeding arising out of, or relating to, this Agreement. Amendment Process. The Agreement may be modified by prior consent of both parties.

- (I) Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement under ERISA Regulation section 2550.408b-2(c). The parties have caused this Agreement to be executed by their duly authorized officers. This Agreement shall not be binding on Adviser until accepted by it, in writing, as indicated by its signature below.

Effective Date

Original Signature Date: 9/25/2002 As updated on _____, 2020

<u>Morrow County Retirement Plan Trust</u> <i>Client</i>	<u>McGee Wealth Management, Inc.</u> <i>Adviser</i>
_____ James Doherty, County Commissioner	_____ Judith A. McGee, L.H.D., CFP®
_____ Melissa J. Lindsay, County Commissioner	_____ Jennifer Currin Gutridge, CFP®
_____ Donald E. Russell, County Commissioner	
Mailing Address: PO Box 788 Heppner, OR 97836	Mailing Address: 12455 SW 68 th Ave. Portland, OR 97223
Trust Tax I.D. Number: 93-1326549	(503) 597-2222 www.McGeeWM.com

*The Plan Sponsor is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan investments and engaging its service providers.

APPENDIX A

FIDUCIARY SERVICES

The Adviser will perform the following Fiduciary Services:

McGee Wealth Management, Inc. will service the investment accounts of The Morrow County Retirement Plan Trust, a Defined Benefit Plan established on July 1, 1966 (the Plan Prior), Rewritten July 1, 1973 and amendments through July 1998 in accordance with the Morrow County Retirement Plan Investment Policy Statement attached hereto.

- (i) Adviser will make in Adviser's sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client's account(s) (the "Account") in securities and cash or cash equivalents in accordance with the Plan's investment policies and objectives. Client agrees to notify Adviser promptly of any significant change in the information provided by the Client or any other significant change in Client's financial circumstance or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in advising Client. Adviser's authority under this Agreement will remain in effect until changed or terminated by Client
- (ii) Assist the Client in the development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.
- (iii) Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of asset management and conformance to the guidelines set forth in the IPS.
- (iv) Meet with Client on a periodic basis to discuss the reports and the plan performance, administration, investment objectives (IPS).

APPENDIX B

NON-FIDUCIARY SERVICES

The Adviser will perform the following Non-Fiduciary services:

- (i) Perform analysis of the fees and expenses associated with the investments and the service providers.
- (ii) Perform benchmarking services, and provide analysis concerning the operations of the Plan.
- (iii) Assist in the education of the participants in the Plan about general investment principles as requested. Client understands that Adviser's assistance in participant investment education shall be consistent with and within the scope of (d) (i.e., the definition of investment education) of Department of Labor Interpretive Bulletin 96-1. As such, the Adviser is not providing fiduciary advice (as defined in ERISA) to the participants.
- (iv) Administrative services related to the investment accounts, deposits, disbursements, communication with TPA and Actuary, etc.

Adviser may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Adviser and Client.

APPENDIX C

FEE SCHEDULE

- (i) The annual fees for shall be calculated as follows:
 - a) Fiduciary Services Investment Advisory Services
Annual fee of 35 basis points (or 0.35%) per year billed per annum.
 - b) Non-Fiduciary Services – Administrative Services
Annual fee of 10 basis points (or 0.10%) per annum.

Equals: 45 basis points (or 0.45%) per year.
- (ii) Fees are billed monthly in arrears. Such billing period is the “Fee Period.” For purposes of determining and calculating Fees, Plan assets are based on Included Assets.

Plan Sponsor elects and authorizes Plan Custodian to automatically deduct fees from the Plan and has instructed Adviser.

- (iii) The annual fees are based on the market value of the Included Assets. The initial fee will be the amount, prorated for the number of days remaining in the initial Fee Period from the Effective Date of this Agreement, based upon the market value of the Plan assets on the first business day of the initial Fee Period and will be due on the first business day of the Fee Period. Thereafter, the fee will be based upon the market value of the Plan assets on the last business day of the previous Fee Period (without adjustment for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distributions of assets) and will be due the following business day. If this Agreement is terminated prior to the end of a Fee Period, Adviser shall be entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination. Any unearned fee shall be returned by Adviser.

Market value of Plan assets means the value of assets as reported by the custodian or recordkeeper.



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

(For BOC Use)
Item #
5j

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

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

Phone Number (Ext): 5626
Requested Agenda Date: 12/16/2020

(No acronyms please)

CREZ 3 IGA

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 IGA Discussion |

☐ 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

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.

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):

Continued discussion regarding CREZ 3 IGA.

Primary Issue:

1. Can/should the Morrow County Board of Commissioners delegate authority to the CREZ Board.
2. Would Business Oregon still require a resolution/acceptance by the Morrow County Board of Commissioners if the Commissioners delegate authority to the CREZ Board?

Port of Morrow Counsel and Enterprise Zone Counsel have discussed ORS 190.030 authority to allow the CREZ Board to take all action necessary for enterprise zone approval. No separate authority or provisions under the Enterprise Zone statutes have been provided or discussed.

However, there has been no discussion of:

1. ORS 285C.403(3)(a) require the adoption of the resolution approving the tax exemption by the Board of Commissioners.
2. OAR 123-690-2100: City and county resolutions are required before the business firm is certified.

2. FISCAL IMPACT:

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

☒ Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT FOR
CREATION AND MANAGEMENT OF THE
COLUMBIA RIVER ENTERPRISE ZONE III
INCLUDING APPOINTMENT OF THE
BOARD OF DIRECTORS AND
DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County and the Port of Morrow hereafter referred to as the "Entities". Each "Entity" is also a Sponsor as defined by ORS 285C.050(19). This IGA is for the purpose of creating and establishing a Board of Directors which will manage the Columbia River Enterprise Zone III (CREZ III). Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the CREZ III to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, the CREZ III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint three (3) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

Boundaries for determining specific and local municipality (City) involvement or voting authority will be determined by designated area of influence around each city, as described in map identified at Exhibit B. When a project is in a City's area of influence as identified in Exhibit B, the Intergovernmental Agreement attached as Exhibit C shall be the governing management agreement for the CREZ III (i.e. if the project is in the Boardman area of influence, then the IGA with Boardman will be the managing agreement).

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Board of Directors shall elect a Chair, and Vice-Chair to serve in the Chair's absence, at the first meeting of the Board and thereafter in January of each year. The Chair shall conduct the meetings of the Board and assume such other duties and responsibilities as are delegated to them by the Board, but shall have no greater voting rights than any other Board member. The Vice-Chair shall preside over meetings in the absence of the Chair.

II. Management of the Board:

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the CREZ III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the CREZ III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board may engage on its own or through a sponsor organization the following staff: Enterprise Zone Manager, County Assessor and legal counsel.

1. Selection and Duties of the Enterprise Zone Manager:

The Board shall appoint an Enterprise Zone Manager. Each member Entity shall ratify the nominee prior to appointment. The Enterprise Zone Manager shall be advisory and serve in an ex-officio capacity at all Board meetings.

The duties of the Enterprise Zone Manager shall include those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones, as listed above, and such other duties and responsibilities as determined by the Board.

Additionally, the Enterprise Zone Manager shall maintain the official documents and records of the CREZ III. These will include the minutes,

agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board.

2. Duties of the County Assessor:

The County Assessor may be a Board member, but also provides essential duties for the Board in their role as County Assessor. The Board looks to the County Assessor, or their designee, for information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA. Additionally, the County Assessor is responsible for billing based on company agreements and receipt of funds on behalf of the Board to assure payment amounts corresponds to the agreement and the billing. Funds would then be forwarded to the Fiscal Agent.

3. Selection and Duties of Legal Counsel:

The Board may have need to engage the services of an attorney to provide legal counsel for any number of reasons, including but not limited to, agreements with businesses, amendments to this Intergovernmental Agreement, and agreements governing how Enterprise Zone collected monies will be spent. Use of legal counsel shall be authorized on a case by case basis by the Board.

4. Selection and Duties of Fiscal Agent:

The Board will determine a Fiscal Agent to hold funds for use by the Board. The Fiscal Agent will be responsible for maintaining both the application fees and the company paid funds. Additionally, the Fiscal Agent will be responsible for distributing both the applications fee and the company paid funds as directed by Order(s) passed by the Board.

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic or other alternate electronic device(s) options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions

shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by the Enterprise Zone Manager.

A quorum shall be constituted when four (4) directors, 2 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

When a project is in a city's area of influence as identified in Exhibit B:

A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Application Fees:

The Board will establish a schedule of application fees as allowed by ORS 285C to be paid by applicants. Said application fees will be used to support the business of the Board, including but not limited to, support of the Enterprise Zone Manager, legal counsel as needed, meeting support and necessary supplies.

B. Applications:

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

C. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years, and enter into the binding agreement. This Intergovernmental agreement grants authority for binding agreements with authorized companies, and as such, each Sponsor entity will

take such action as required by applicable law or rule to secure Business Oregon approval of the applications.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

D. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least two affirmative votes are not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of both Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination:

This Intergovernmental Agreement as it governs negotiations with eligible firms terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

If the Entities make application to continue the CREZ III, this Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Alternatively, should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the CREZ III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

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

<SIGNATURES>

**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE
INCLUDING APPOINTMENT OF THE BOARD OF DIRECTORS
AND DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the Port of Morrow and CITY hereafter referred to as the "Entities". The Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19). This IGA is for the purpose of establishing a Board of Directors which will manage the CREZ III when a project lies within a city area of influence as identified on Exhibit B attached. This IGA will be attached as Exhibit C to the IGA between Port and Morrow County that creates and manages the CREZ III. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the CREZ III when a project lies within a city area of influence to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, when a project is within a city area of influence, CREZ III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint two (2) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

Boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city, as described in map identified as Exhibit B.

- B. Selection and Duties of the Board's Chair and Vice-Chair:
The Chair and Vice-Chair to serve in the Chair's absence, will be those appointed in the IGA governing CREZ III between the Port and Morrow County.

II. Management of the Board:

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the CREZ III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the CREZ III for the County Assessor or the Oregon Business Development Department.

- B. Enterprise Zone Staff: The Board will have the following staff as appointed by the CREZ III IGA between the Port and Morrow County: Enterprise Zone Manager, County Assessor and legal counsel.

1. Duties of the Enterprise Zone Manager:

- be advisory and serve in an ex-officio capacity at all Board meetings
- those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones
- maintain the official documents and records of the CREZ III. These will include the minutes, agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board

2. Duties of the County Assessor:

- provides essential advisory duties
- provide information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA.

3. Duties of Legal Counsel:

- provide agreements with businesses
- provide amendments to this Intergovernmental Agreement
- Use of legal counsel shall be authorized on a case by case basis by the Board

4. Duties of Fiscal Agent:

- hold funds for use by the Board
- maintaining both the application fees and the company paid funds
- distribute both the applications fee and the company paid funds as directed by Order(s) passed by the Board

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic or other alternate electronic device(s) options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by a designee of the Board and then held by the Enterprise Zone Manager.

When a project is in a city's area of influence as identified in Exhibit B:
A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Applications:

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

B. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years and enter into the binding agreement. This Intergovernmental Agreement grants authority for binding agreements with authorized companies, and as such, each Sponsor entity will take such action as required by applicable law on rule to secure Business Oregon approval of the applications.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

C. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.

- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least one affirmative vote is not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of all three Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination of this Area of Influence IGA

This Intergovernmental Agreement as it governs negotiations with eligible firms with a city area of influence terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

This Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the CREZ III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

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

<SIGNATURES>



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5m ii

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

Phone Number (Ext): 5620

Department: Human Resources

Requested Agenda Date: 12/16/2020

Short Title of Agenda Item:

(No acronyms please)

COVID-19 Quarantine Guidelines Policy

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:

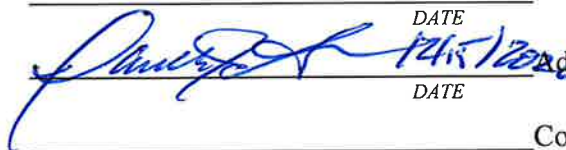
Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director


DATE Administrator

DATE County Counsel

DATE Finance Office

Lindsay Grogan 12/14/2020 Human Resources
DATE

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*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.

Rev: 3/28/18

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Please see attached for the policy to review regarding the COVID Quarantine guidelines. This policy is in response to the updates in guidance for quarantine released by the Oregon Health Authority.

2. FISCAL IMPACT:

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

Motion to approve the COVID-19 Quarantine Guidelines Policy.

☒ Attach additional background documentation as needed.



Recommendations for COVID-19 Quarantine Guidelines

Effective: December 16, 2020

This Morrow County guidance is in response to the Oregon Health Authority (OHA) updates for guidance for quarantine release.

A 14-day quarantine is the safest way to prevent the spread of COVID-19 to others.

The Local Public Health Authority (LPHA) may consider reducing the length of a quarantine period to 10 days for close contacts who have **not developed any symptoms**. A shorter quarantine isn't for everyone. If a household member has tested positive for COVID-19 or if someone who you live or work with is at risk for serious illness from COVID-19, the 14-day quarantine period should be followed.

If the LPHA grants your quarantine period to end after 10 days, there should be a continuous self-evaluation for symptoms daily for the full 14 days. Wear a mask when outside your home. wash your hands often, limit contact with people whom you don't live with. If you develop symptoms, isolate yourself from others and call your doctor, clinic, or Public Health Department immediately.

If you end quarantine after 10 days, it is critical that quarantined individuals continue to monitor themselves for symptoms daily during the entire 14 days of quarantine. If symptoms develop, the individuals should return to quarantine, notify LPHA, and call their healthcare provider to discuss testing.

Individuals listed below are not eligible for a reduced quarantine period:

- A. If you live in a long-term care facility
- B. If you live in an adult foster home
- C. If you live in a residential healthcare setting (e.g. behavioral health residential treatment centers, facilities for people with intellectual or developmental disabilities)
- D. If you live in Inpatient healthcare settings (e.g. hospitals, inpatient hospice)

Not all individuals will be eligible for a reduced quarantine period. You are encouraged to contact the Morrow County LPHA to determine if you are eligible for the reduced quarantine period.

At this time, the Local Public Health is reviewing further OHA options and will update this guidance when possible.



Oregon State Chamber of Commerce

Organized Protests Arranged in Response to OR-OSHA Rules

The Chambers of Commerce in eastern Oregon were notified today, Wednesday, December 09, 2020, of an organized protest effort by the Facebook group 'Open Oregon' in response to the OR-OSHA Temporary COVID rules and enforcement activities.

See Oregon State Chamber of Commerce (OSCC) notice below:

Last night, OSCC staff were made aware of an effort by the Facebook group 'Open Oregon' in response to the OR-OSHA Temporary COVID rules and enforcement activities. You may be aware, but this Facebook group has organized protests of 50-100 people at the homes of several OR-OSHA staff in response to enforcement action. Yesterday, Open Oregon asked their Facebook followers to generate complaints against businesses to flood the OR-OSHA complaint system, presumably to reduce the capacity for OR-OSHA to levy fines. Open Oregon leaders asked members to target big box stores and those that have supported the state regulations during COVID-19.

We realize that local businesses are at their breaking point and wanted to make you aware of this effort. OR-OSHA anticipates hundreds/ thousands of new anonymous complaints against businesses across Oregon, and these complaints could result in compliance letters being sent to your members by OR-OSHA. If you hear of this effort in your community or against any of your members, please feel free to reach out to OSCC staff, jenny@pacounsel.org. OSCC has voiced concerns about our members being subject to fraudulent complaints, and we are working with OR-OSHA to determine which complaints are legitimate vs. those that are the result of a call to action by Open Oregon. We are also working alongside other business trade associations in this effort.

Jessica Chambers

Oregon State Chamber of Commerce

503-363-2182 | jessicac@oregonchamber.org

We ask that if you hear of any efforts of this nature in your community or against any of your businesses, that you contact your local Chamber of Commerce representative. Each Chamber's contact info is below. We will be working with local partners and OSCC counsel on how to protect businesses and move forward should any situations of this nature arise in our region.

The Chambers of eastern Oregon ask you to continue to support your local businesses and help them by following all guidelines set forth by the State of Oregon and Oregon Health Authority.

We're all in this together.

Thank you,

Boardman Chamber of Commerce; Heppner Chamber of Commerce; Greater Hermiston Area Chamber of Commerce; Irrigon Chamber of Commerce; Pendleton Chamber of Commerce; Umatilla Chamber of Commerce

FOR IMMEDIATE RELEASE:
Dec. 8, 2020

CONTACTS:
Steve Corson, Portland General Electric Company
503-464-8444 or Steven.Corson@pgn.com

PGE's and NextEra Energy Resources' leading-edge renewable energy project powers up

Wind, solar and battery facility advances delivery of clean energy future

Portland, Ore.— Portland General Electric Company (NYSE: POR) today announced the start of commercial power generation at the [Wheatridge Renewable Energy Facility](#) in Eastern Oregon. Wheatridge is a joint project of PGE and a subsidiary of NextEra Energy Resources, LLC. This ground-breaking new facility marks a milestone in Oregon's acceleration to a clean energy future and will play an important role in achieving PGE's recently established companywide goal of net zero greenhouse gas emissions by 2040.

"Customers want and expect cleaner, greener energy sources," said Maria Pope, PGE president and CEO. "This is an exciting step toward completion of this important resource and adds to our growing wind generation portfolio. We deeply appreciate the partnerships that make the Wheatridge project possible, with NextEra and with the transmission services teams at the Bonneville Power Administration and Umatilla Electric Cooperative."

Wheatridge will be one of the first large-scale energy facilities in the United States to [combine wind, solar and battery storage resources](#) at a single location. The 300-megawatt wind farm is now complete and delivering power to PGE customers. The 50-megawatt solar and 30-megawatt battery facilities will be completed by the end of 2021.

"An important community effort like Wheatridge needs teamwork, and I'm happy to have teamed up over the years with PGE, Umatilla Electric, Morrow County, farmers like Jerry Rietmann and all the local officials to help this exciting Eastern Oregon project get over any hurdles," U.S. Senator Ron Wyden said. "The latest good news about the wind farm part of this innovative renewable energy project will have huge benefits when it comes both to facing the climate crisis and generating good rural jobs."

With the addition of Wheatridge's wind farm, PGE's wind generation portfolio now totals more than 1,000 megawatts (one gigawatt) nameplate capacity, available from five owned or contracted wind farms in the Northwest – typically generating enough power to serve the equivalent of 340,000 homes. When complete, the solar and battery storage facilities will be among the largest in Oregon.

"Projects like Wheatridge Energy Facility provide family-wage jobs, tax revenue for our schools and services and strengthen Morrow County's position in the region's clean energy economy," said Don Russell, Morrow County commissioner. "We're pleased to play a part in providing clean energy to Oregonians."

Project details

Located just northeast of Lexington in Morrow County, Oregon, Wheatridge's wind farm generates power using 120 wind turbines manufactured by GE Renewable Energy, Inc. The facility uses a mix of 2.3-megawatt and 2.5-megawatt machines. Final selection of the specific equipment to be used at the associated solar farm and battery storage facility is still pending.

Up to 300 jobs were created at Wheatridge during construction of the wind farm; up to 175 workers will be employed to build the solar and storage sites. Approximately 10 full-time employees will operate the combined facilities once all three components are fully commissioned for service.

"Our long-term partnership with PGE has created family-wage jobs in our community and brought clean-energy innovations like the Wheatridge Energy Facility," said Ryan Neal, general manager of the Port of Morrow. "This makes our region more attractive, competitive and desirable for residents and business."

Ownership and construction

The project's early development work as a wind farm was performed by Swaggart Wind Power, LLC, an affiliate of MAP® Energy. NextEra Energy Resources purchased the development rights and together with PGE expanded the project scope to include solar generation and battery storage.

Power from the project will reach PGE customers in Portland and the north Willamette Valley via a new transmission line, constructed by Umatilla Electric Cooperative, that connects Wheatridge locally with the Bonneville Power Administration's regional high-voltage grid.

PGE now owns 100 megawatts of the wind project. A subsidiary of NextEra Energy Resources owns the balance of the project and will sell its output to PGE under 30-year power purchase agreements. The NextEra Energy Resources' subsidiary is building and will operate the combined facility.

PGE expects to invest approximately \$155 million for its owned portion of the project.

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About Portland General Electric Company

Portland General Electric (NYSE: POR) is a fully integrated energy company based in Portland, Oregon, with operations across the state. The company serves approximately 900,000 customers with a service area population of 2 million Oregonians in 51 cities. PGE has 16 generation plants in five Oregon counties, and maintains and operates 14 public parks and recreation areas. For over 130 years, PGE has delivered safe, affordable and reliable energy to Oregonians. Together with its customers, PGE has the No. 1 voluntary renewable energy program in the U.S. PGE and its 3,000 employees are working with customers to build a clean energy future. In 2019, PGE, employees, retirees and the PGE Foundation donated \$4.3 million and volunteered 32,900 hours with more than 700 nonprofits across Oregon. For more information visit portlandgeneral.com/news.

Safe Harbor Statement:

Statements in this news release that relate to future plans, objectives, expectations, performance, events and the like may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements made in this press release include statements regarding the impact of the Wheatridge project on power supply costs, emissions reductions and grid reliability, Portland General Electric's energy strategy for future periods, the implementation and outcome that strategy, and the acquisition of additional resources to meet retail customer demand as well as other statements containing words such as "anticipates," "believes," "intends," "estimates," "promises," "expects," "should," "conditioned upon," and similar expressions. Investors are cautioned that any such forward-looking statements are subject to risks and uncertainties, including failure to complete capital projects on schedule or within budget, or the abandonment of capital projects; changes in capital market conditions, which could affect the availability and cost of capital and result in delay or cancellation of capital projects; the outcome of various legal and regulatory proceedings; general economic and financial market conditions; and the cost and availability of services, products and technology. As a result, actual results may differ materially from those projected in the forward-looking statements. All forward-looking statements included in this news release are based on information available to the company on the date hereof and such statements speak only as of the date hereof. The company expressly disclaims any current intention to update publicly any forward-looking statement after the distribution of this release, whether as a result of new information, future events, changes in assumptions or otherwise. Prospective investors should also review the risks, assumptions and uncertainties listed in the company's most recent annual report on form 10-K and in other documents that we file with the United States Securities and Exchange Commission, including management's discussion and analysis of financial condition and results of operations and the risks described therein from time to time.