

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 2, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: April 28th
 - c. Purchase of Supplies Contracts with Granite Construction and American Rock, Hot Mix and Tack Oil
 - d. Contract Extension with Community Counseling Solutions, Inc., for Community Developmental Disability Services
5. **Legislative Updates**
6. **Business Items**
 - a. Second Reading & Adoption: ORD-2021-4 Code Enforcement Ordinance (Stephanie Case, Planning Department)
 - b. Contract with Community Counseling Solutions, Inc., for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Darrell Green, Administrator)
 - c. Memorandum of Understanding between the Boardman Senior Center and The Loop (Darrell Green)
 - d. Draft Order No. OR-2021-10: Extending Order Declaring a Local State of Emergency – COVID-19 (Richard Tovey, County Counsel)
 - e. Emergency Operations Center Update
 - f. Building Project Updates
7. **Department Reports**
 - a. Administrator's Monthly Report (Darrell Green)
 - b. Sheriff's Office Monthly Report (Melissa Ross)
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session:** Pursuant to ORS 192.660(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
11. **Signing of documents**
12. **Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lucher 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 Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Morrow County Board of Commissioners Meeting Minutes
April 28, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Roberta Lutcher, Justin Nelson; Non-Staff: Rusty Estes, Mike Hughes, Kris Jones, Nicole Mahoney, John Murray

Present Via Zoom

Staff: Ronda Fox, Lindsay Grogan, Eric Imes, Crystal Jaeger, Christy Kenny, Matt Kenny, Ian Murray, Dave Pranger, Sandi Pointer, Nazario Rivera, Linda Skendzel, Heidi Turrell; Non Staff: Marty Broadbent, Erika Lasater, Ryan Neal, Debbie Pedro, Karen Pettigrew, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:03 a.m.

City & Citizen Comments: None

Open Agenda: Administrator Darrell Green said he received a request from Heppner Junior High School teacher, Andrea Nelson, to display student artwork in the lobby of the Bartholomew Building. The Commissioners agreed by consensus to the request.

Consent Calendar

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: April 7th*
3. *Intergovernmental Agreement for Sheriff's Services with the City of Irrigon. Effective July 1, 2021 for one year; not-to-exceed amount \$96,822 per fiscal year; City to purchase a vehicle every three years, with the vehicle to return to the City three years following the purchase*
4. *First Amendment to Oregon Health Authority 2020-2021 Intergovernmental Agreement #166052 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize Chair Russell to sign on behalf of the County*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Discuss COVID Pay

Lindsay Grogan, Human Resources Manager

Ms. Grogan said the mandate expired at the end of 2020 to pay quarantined employees, but the County extended it until April 30, 2021. It was the recommendation of the Emergency Operations Team on Monday to end it at this time due to the availability of vaccines and a sufficient amount of time for employees to receive them, she said. The other policies remain in effect, she said (COVID Safeguards and Notification of Exposure).

Commissioner Doherty moved to end the temporary COVID-19 Emergency Leave Policy, which includes paid sick leave for COVID-19 issues. Commissioner Lindsay seconded. Unanimous approval.

Discussion – Ambulance Service Area Plan Proposal

Nicole Mahoney, Kris Jones, Rusty Estes, John Murray – Morrow County Health District (MCHD)

Chief Mike Hughes – Boardman Fire Rescue District (BFRD)

At the previous meeting on this topic, there was discussion about BFRD taking over MCHD's ambulance service in Boardman, explained Chair Russell. However, after looking into it, he learned the revenue to MCHD from its levy would stay with MCHD even if BFRD took over that territory.

Chief Hughes then asked the County to allow BFRD to apply for an ambulance license for the purpose of MCIs (multi-casualty incidents) so they could respond to calls when the first ambulance was out of position, for whatever reason.

Commissioner Lindsay said she preferred to see an actual proposal through the proper channels to the Board of Commissioners. She asked that today's discussion remain on the scheduled agenda item.

Commissioner Doherty said Chief Hughes' request was separate to this and he could come back to make that pitch. He said the Board approves other contracts for multiple years, pending an annual review, and suggested this be looked at again next year at this same time with the potential to open it back up.

Commissioner Doherty moved to approve the Morrow County Health District Ambulance Service Area Plan, as it has been in the past, with an annual review to come to the Board of Commissioners and go with the five-year time plan. Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2021-12: Declaring a Drought Emergency

Justin Nelson, County Counsel

Commissioner Lindsay moved to approve Resolution No. R-2021-12: In the Matter of Declaring a State of Drought Emergency in Morrow County. Commissioner Doherty seconded.

Discussion: The Commissioners and Mr. Nelson thanked the assisting agencies for responding quickly – Morrow Soil & Water Conservation District, and the NRCS Office (Natural Resources Conservation Services). Mr. Nelson said the Board was also approving signing the attached letter. Commissioner Lindsay accepted the amendment. Unanimous approval.

Award Bid & Contract for Heating, Ventilation & Air Conditioning (HVAC) Services

Sandi Pointer, Public Works

Commissioner Doherty moved to approve the Morrow County Personal/Professional Services Contract for HVAC services with Bruce Inc., Mechanical Heating & Air; effective when fully executed for a period of five years. Commissioner Lindsay seconded. Unanimous approval.

Eastern Oregon Economic Summit – Sponsorship Request

Tamra Mabbott, Planning Director

Ms. Mabbott requested the County sponsor the 2021 Eastern Oregon Economic Summit at the \$2,500 Gold Level. The Summit is organized by the Eastern Oregon Women's Coalition (EOWC) and Ms. Mabbott noted she is a member of its board. The Gold Level comes with five tickets to the event, but she will attend free as a volunteer. The Summit, which takes place August 19th & 20th, will cover four topics – housing, economic development, water, and workforce development. Ms. Mabbott will oversee the housing discussions.

Last year the Board authorized \$2,500 for the 2020 Summit but it was cancelled due to COVID. The EOWC verified those funds can be used toward this year's sponsorship.

Commissioner Doherty moved to award the \$2,500, rolling it over from last year into this year's Summit. Commissioner Lindsay seconded. Unanimous approval.

Morrow County and Tillamook County Creamery Association (TCCA) COVID-19 Grant Awards

Chair Russell

Kate Knop, Finance Director

Chair Russell said the review committee, in coordination with TCCA's representative Michael Graham, finalized a list of 20 award recipients to recommend to the Board of Commissioners. Ms. Knop described the criteria used by the committee and responded to questions.

Commissioner Doherty moved to approve the Morrow County and Tillamook County Creamery Association COVID-19 business grant awards, totalling \$193,192. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said she appreciated all the work on this and that each Commissioner was involved in a grant review committee, at one point in time. She said it's hard for her to analyze someone's income and she did it for a living. It's a bigger deal than a profit and loss statement that they (applicants) may or may not have put their time into, so it was a little "wonky" on this one. She said she didn't want to second guess the analysis because it was a strong review team with a lot of people involved. Commissioner Lindsay said she wanted to make note of that because it had been a question in the past. People didn't want to apply because they didn't want to send a profit and loss statement for the Commissioners to see, they felt uncomfortable. Ms. Knop talked about the confidentiality of the review processes and the benefits of bringing in someone from outside the County in Mr. Graham. Chair Russell agreed he was a good asset and the review committee valued his input, especially since 45% of the funds were from TCCA. Commissioner Lindsay said he also participated in the first round, where they used Business Oregon rules, which were black and white. Unanimous approval.

Discussion – Irrigon Building Name

Chair Russell explained that the decision on the building name was needed by the contractor and sign company. Discussion.

Commissioner Doherty moved to name the new building in Irrigon the "Morrow County Government Center" and have Administrator Darrell Green run it by the sign folks. Commissioner Lindsay seconded. Discussion: The Commissioners asked Mr. Green to look at the building plans and come back with the number of conference rooms that could be specifically named. Unanimous approval.

Emergency Operations Center Update

- Current statistics were reviewed.
- Some counties, including Umatilla County, are closing again.
- The pause on the Johnson & Johnson vaccine was lifted.
- The Public Health Department will contact Lamb Weston about an on-site vaccination event.
- Vaccine supply currently outweighs demand.

Building Project Updates

- Irrigon Building: Exterior walls are up; a mock-up will be made of the sign that will be placed on the corner of the lot; move-in date is tentatively in October. Reminder to employees – start planning to move in about six months.
- Sheriff Station 2 Building: Concrete slab will be poured this week.

Break: 10:20-10:29 a.m.

Department Reports

- Eric Imes reviewed the Road Department Monthly Report.
- Jessica Rose reviewed the Local Public Safety Coordinating Council (LPSCC) Quarterly Report.
- Dave Pranger reviewed the Weed Department Quarterly Report.
- Nazario Rivera reviewed the Public Health Department Quarterly Report.
- The written Human Resources Quarterly Report was reviewed in Lindsay Grogan's absence.
- Matt Kenny reviewed the Surveyor's Quarterly Report.

Correspondence

- Letter from the Oregon Department of Transportation stating the Heppner DMV (Driver and Motor Vehicle Services) Office will reopen May 6th.
- News release from the Governor's Office: Governor Kate Brown Urges Oregonians to Get Vaccinated, 15 Counties Qualify for Extreme Risk Amid Rapid Surge in COVID-19 Cases and Hospitalizations.

Commissioner Reports

Reports of activity were provided by the Commissioners

Signing of documents

Adjourned: 11:35 a.m.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

In April I presented to the Board a Request for Proposals for Hot Mix Asphalt. The Board moved to approve awarding contracts to both American Rock and Granite. It was suggested to me to have Legal review the contract portion of the RFP and modify if necessary. Justin Nelson made changes to the RFP and Contract portion so that it was more consistent with other contracts I use.

Pages 1-10 in the attachment are what I presented and the Board signed.

Pages 11-16 is the contract with Legal's modifications. Note that the Public Works Director would sign for the county.

Pages 17-22 is the same contract for the other supplier.

2. FISCAL IMPACT:

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

Motion to approve the updated contract with the Public Works Director as the signing county representative.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
6b

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

Presenter at BOC: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item: Award of Hot Mix Asphalt RFP
(No acronyms please)

Phone Number (Ext): 541-256-0576
Requested Agenda Date: 4/21/2021

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time: 10 minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: American Rock Products
Contractor/Entity Address: 28937 NW Livestock Rd. Hermiston, Or.
Effective Dates - From: April 26th 2021 Through: November 1st. 2021
Total Contract Amount: \$174,000 to \$225,000 Budget Line: 202-220-5-20-2504
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

We are moving into Asphalt season. Two Asphalt suppliers responded to my request for proposal. I would like to award both American Rock Products and Granite a contract with American Rock Products being my preferred supplier due to plant location. Having a second contract will allow me to buy asphalt from a secondary supplier in the event my preferred supplier cannot supply material for any reason. The second contract will lock in a price for the season.

Attached is a simple spreadsheet showing the total project cost. At the 3700 ton mark the county will have saved approximately \$47,000 picking up our mix from American Rock.

2. FISCAL IMPACT:

The purchased hot mix asphalt would pull from my materials and services road fund budget
202-220-5-20-2504

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

Motion to award both American Rock and Granite a contract to supply this years hot mix asphalt with American Rock being the preferred supplier.

Attach additional background documentation as needed.



REQUEST FOR PROPOSAL

**CLASS C HOT MIX ASPHALT (as specified below)
3/8" HOT MIX ASPHALT (as specified below)
CSS-1H TACK OIL**

APRIL 2021 – NOVEMBER 2021

QUOTES DUE:

Thursday April 1ST. 2021 – 2:30pm

**Morrow County Public Works
P. O. Box 428
365 West Highway 74
Lexington, Oregon 97839
ATTN: Eric Imes - eimes@co.morrow.or.us**

THIS IS A REQUEST FOR PROPOSAL TO SUPPLY (at supplier's location) Class C Hot Mix Asphalt, 3/8" Hot Mix Asphalt, and CSS-1H Tack Oil

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Proposal

- A. Proposals for the herein described materials will be received by Morrow County Public Works on or before Thursday April 1st. 2021, 2:30 p.m., P.S.T.
- B. Proposals must be received at the Morrow County Public Works office, P.O. Box 428, 365 West Highway 74, Lexington, OR. 97839 on or before Thursday April 1st. 2021, 2:30 p.m., P.S.T.
- C. Proposals must be in a sealed envelope marked "Asphalt Proposal".
- D. Quotes will be opened Thursday April 1st. 2021, 2:30 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.

IP-2 Scope of Materials

- A. Supplier shall furnish to Morrow County Public Works at suppliers location, Class C Asphalt Hot Mix and CSS-1 Tack Oil as described below:
 - Class C Mix 64-28 Liquid Asphalt
 No more than 25% RAP (Reclaimed Asphalt Pavement)
 0% RAS (Recycled Asphalt Shingles)
 - 3/8" Mix 64-28 Liquid Asphalt 5.9%-6.9%
 No more than 25% RAP 0% RAS
 Gradation: 1/2" 100% passing
 3/8" 90%-100% passing
 #4 ≤90% passing
 #8 32%-67% passing
 #200 2%-10% passing
 - Tack Oil CSS-1H
- B. Morrow County estimates quantities of Class C Mix at approximately 500 tons during this time frame.
- C. Morrow County estimates quantities of 3/8" Mix at approximately 4000 tons during this time frame.

IP-3 Supplier Detail

- Location of Plant 81500 Lind Rd. Hermiston, Or 97838
- Cost per ton Class C Hot Mix Asphalt \$43.00
- Cost per ton 3/8" Hot Mix Asphalt \$44.75
- Cost per ton CSS-1H Tack Oil \$550.00

IP-4 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-5 Contract Award

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of turn around trucking time to the job site location.
- B. A decision to award the contract will be made in its entirety to a single or multiple suppliers as deemed necessary by Morrow County. The intent of awarding multiple suppliers is to continue paving work if the preferred supplier cannot supply required material for any reason. The contract award will be made within thirty business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

Granite Representative

Melissa Lindsay, Commissioner

Date

Date



REQUEST FOR PROPOSAL

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- C. Proposals must be in a sealed envelope marked "Asphalt Proposal".
- D. Quotes will be opened Thursday April 1st. 2021, 2:30 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.

IP-2 Scope of Materials

- A. Supplier shall furnish to Morrow County Public Works at suppliers location, Class C Asphalt Hot Mix and CSS-1 Tack Oil as described below:
 - Class C Mix 64-28 Liquid Asphalt
 No more than 25% RAP (Reclaimed Asphalt Pavement)
 0% RAS (Recycled Asphalt Shingles)
 - 3/8" Mix 64-28 Liquid Asphalt 5.9%-6.9%
 No more than 25% RAP 0% RAS
 Gradation: ½" 100% passing
 3/8" 90%-100% passing
 #4 ≤90% passing
 #8 32%-67% passing
 #200 2%-10% passing
 - Tack Oil CSS-1H
- B. Morrow County estimates quantities of Class C Mix at approximately 500 tons during this time frame.
- C. Morrow County estimates quantities of 3/8" Mix at approximately 4000 tons during this time frame.

IP-3 Supplier Detail

- Location of Plant 28937 NW Livestock Rd.
- Cost per ton Class C Hot Mix Asphalt \$47.00
- Cost per ton 3/8" Hot Mix Asphalt \$47.00
- Cost per ton CSS-1H Tack Oil \$500.00

IP-4 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-5 Contract Award

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of turn around trucking time to the job site location.
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- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

American Rock Products Representative

Melissa Lindsay, Commissioner

Date

Date

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **GRANITE CONSTRUCTION**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. Contractor agrees and covenants with County that it will supply hot mix asphalt as requested by County as set forth in Contractor's Quote, which is attached hereto, and by this reference incorporated herein (Attachment A), as a response to County's formal Request for Quotes (Attachment B). Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications," which are incorporated herein, and in accordance with the Quote which is attached hereto. All of the said Quote and this Contract constitute the Contract documents.
2. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
4. Contract period shall be from the awarding of the Contract until and including November 30, 2021. Contract may be extended by mutual agreement of both parties for up to 5 years. Increase of costs and supplies may be amended based upon mutual agreement of both parties. The County Assistant Road Master will determine the quantities that are needed.
6. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
7. Contractor agrees to abide, fully and conscientiously, by the statutory provisions of ORS 279A, 279B, and 279C. Contractor agrees and covenants that the aforesaid statutory references have the same force and effect as if printed in full in this Contract.
8. The Contract may be canceled at the election of County for any willful failure or refusal on the part of Contractor to faithfully perform the Contract according to its terms.
9. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

10. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.
12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

GRANITE CONSTRUCTION

MORROW COUNTY PUBLIC WORKS

Signature

Matt Scrivner
Morrow County Public Works Director

Name

Title

Date

Date

ATTACHMENT A

- Location of Plant 81500 Lind. Rd., Hermiston, Oregon
- Cost per ton Class C Hot Mix Asphalt \$43.00
- Cost per ton 3/8" Hot Mix Asphalt \$44.75
- Cost per ton CSS-IH Tack Oil \$550.00



REQUEST FOR PROPOSAL

**CLASS C HOT MIX ASPHALT (as specified below)
3/8" HOT MIX ASPHALT (as specified below)
CSS-1H TACK OIL**

APRIL 2021 – NOVEMBER 2021

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IP-3 **Supplier Detail**

- Location of Plant
- Cost per ton Class C Hot Mix Asphalt
- Cost per ton 3/8" Hot Mix Asphalt
- Cost per ton CSS-1H Tack Oil

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IP-5 **Contract Award**

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of turn around trucking time to the job site location.
- B. A decision to award the contract will be made in its entirety to a single or multiple suppliers as deemed necessary by Morrow County. The intent of awarding multiple suppliers is to continue paving work if the preferred supplier cannot supply required material for any reason. The contract award will be made within thirty business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **AMERICAN ROCK**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. Contractor agrees and covenants with County that it will supply hot mix asphalt as requested by County as set forth in Contractor's Quote, which is attached hereto, and by this reference incorporated herein (Attachment A), as a response to County's formal Request for Quotes (Attachment B). Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications," which are incorporated herein, and in accordance with the Quote which is attached hereto. All of the said Quote and this Contract constitute the Contract documents.
2. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
4. Contract period shall be from the awarding of the Contract until and including November 30, 2021. Contract may be extended by mutual agreement of both parties for up to 5 years. Increase of costs and supplies may be amended based upon mutual agreement of both parties. The County Assistant Road Master will determine the quantities that are needed.
6. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
7. Contractor agrees to abide, fully and conscientiously, by the statutory provisions of ORS 279A, 279B, and 279C. Contractor agrees and covenants that the aforesaid statutory references have the same force and effect as if printed in full in this Contract.
8. The Contract may be canceled at the election of County for any willful failure or refusal on the part of Contractor to faithfully perform the Contract according to its terms.
9. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

10. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.
12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

AMERICAN ROCK

MORROW COUNTY PUBLIC WORKS

Signature

Matt Scriver

Morrow County Public Works Director

Name

Title

Date

Date

ATTACHMENT A

- Location of Plant 28937 NW Livestock Rd.
- Cost per ton Class C Hot Mix Asphalt \$47.00
- Cost per ton 3/8" Hot Mix Asphalt \$47.00
- Cost per ton CSS-IH Tack Oil \$500.00



REQUEST FOR PROPOSAL

**CLASS C HOT MIX ASPHALT (as specified below)
3/8" HOT MIX ASPHALT (as specified below)
CSS-1H TACK OIL**

APRIL 2021 – NOVEMBER 2021

PROPOSALS DUE:

Thursday April 1ST. 2021 – 2:30pm

**Morrow County Public Works
P. O. Box 428
365 West Highway 74
Lexington, Oregon 97839
ATTN: Eric Imes - eimes@co.morrow.or.us**

IP-3 **Supplier Detail**

- Location of Plant
- Cost per ton Class C Hot Mix Asphalt
- Cost per ton 3/8" Hot Mix Asphalt
- Cost per ton CSS-1H Tack Oil

IP-4 **Right to Reject Offers**

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-5 **Contract Award**

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of turn around trucking time to the job site location.
- B. A decision to award the contract will be made in its entirety to a single or multiple suppliers as deemed necessary by Morrow County. The intent of awarding multiple suppliers is to continue paving work if the preferred supplier cannot supply required material for any reason. The contract award will be made within thirty business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

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

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

The current Community Developmental Disability Services IGA 157836 is due to expire on June 30, 2021. It is not anticipated we will see a new IGA from the State of Oregon before June 30, 2021.

In working with Kimberly Lindsay, Executive Director of CCS, we thought it would be prudent to extend the Morrow County contract for Community Developmental Disability Services for 90 days.

Attached is an Amendment to extend the contract.

2. FISCAL IMPACT:

No changes

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

Motion to approve the Amendment to the contract between Morrow County and Community Counseling Solutions, Inc., for Community Developmental Disability Services.

Attach additional background documentation as needed.

**AMENDMENT TO CONTRACT BETWEEN MORROW COUNTY
AND
COMMUNITY COUNSELING SOLUTIONS, INC**

Community Development Disabilities Services Contract

This contract extension agreement is made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, said contract is set to expire on June 30, 2021, and

WHEREAS, County is waiting for the State to provide a new agreement for the term of 2021-2023; and

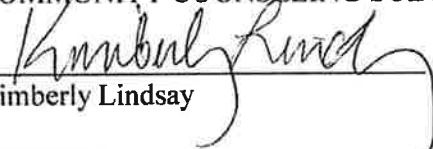
WHEREAS, Board of Commissioners believe an additional 90 days is necessary for both parties to review and amend the agreement if needed; and

IT IS HEREBY AGREED by and between the parties above mentioned as follows:

- "Contract Between Morrow County and Community Counseling Solutions, Inc." (attachment 1), shall be extended 90 days.
- The effective date of this extension is June 30, 2021.

PROVIDER

COMMUNITY COUNSELING SOLUTIONS INC.



Kimberly Lindsay

Date: 5/24/21

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Don Russell, Chair

APPROVED AS TO FORM

Jim Doherty, Commissioner

County Counsel

Melissa Lindsay, Commissioner

**CONTRACT BETWEEN MORROW COUNTY
AND
COMMUNITY COUNSELING SOLUTIONS, INC**

Community Developmental Disabilities Services Contract

This Contract, made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, County desires to provide adequate access to effective mental health, developmental disability and alcohol and drug abuse treatment services for those citizens of Morrow County in need of said services; and

WHEREAS, County is authorized, pursuant to ORS 430.620 as the Local Mental Health Authority, to provide for the range of mental health, developmental disability and alcohol and drug abuse treatment services described in ORS 430.630, and

WHEREAS, County has entered into the 2019 - 2021 Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services with State of Oregon, hereinafter referred to as "IGA #157836," acting by and through its Department of Human Services, hereinafter referred to as "DHS," to receive funding to obtain necessary services by contracting with a provider of said services; and

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County in its agreement with DHS; and

WHEREAS, Provider has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Agreement, upon the terms and conditions set out below; and

WHEREAS, it is in the intention of the parties that Provider shall assume and perform and be responsible for all of the duties and obligations to be performed by County under this Agreement to the fullest extent possible; and

WHEREAS, Provider has available, or can cause to be made available, the facilities and staff required for the performance of said services; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

A. PROVIDER REPRESENTATIONS

1. **Proof of Certification:** Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
2. **Compliance with Regulations:** Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement. Specifically all rules and procedures as referenced in Exhibits A – G part 2 of IGA #157836 which is attached as Exhibit A to this agreement and is incorporated herein by this reference.
3. **Independent Contractor:** Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
4. **Legal Compliance:** Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
5. **Hold Harmless:** Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
6. **Provider Insurance Requirements:** Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in IGA #157836, Exhibit G Part 2 "Subcontractor Insurance Requirements" which is attached as part of Exhibit A to this agreement and is incorporated herein by this reference.
7. **Certificate of Insurance:** Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

8. **Non-discrimination:** Provider shall make available such necessary developmental disability services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
9. **Financial Audit:** Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

B. PROVIDER COVENANTS

1. **Financial Assistance Contract:** Provider shall comply with all applicable provisions of IGA #157836 with its attached exhibits A – G part 2, between the State of Oregon acting by and through its Department of Human Services and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
2. **Scope of Services for Developmental Disabilities:** Provider shall comply with the following provisions:
 - a. Follow all requirements for the delivery of developmental disability services as referenced in IGA #157836 with its attached exhibits A – G part 2, which are attached to this Agreement as Exhibit A.
3. **Reporting:** Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.

C. COUNTY COVENANTS

1. **Payment of Funds:** County shall provide payment of any funds received from DHS to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
2. **Maintenance of Effort:** Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of developmental disability services to the citizens of Morrow County, and to the local budget law, County declares its intention to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

3. Other Contracts: County may negotiate contracts with other agencies and organizations, including the State of Oregon, and receive and disburse all funds necessary to the operation of the community mental health program.

D. TERMINATION

1. Termination: All or part of this Contract may be terminated by mutual consent of both parties.
2. County Termination: County may terminate all or part of the Contract for cause as follows:
 - a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
 - b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Agreement.
 - c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Agreement or subsequent modifications of this Agreement within the time specified herein.
 - d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
 - e. Prior to termination of this Agreement, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.
3. Recovery of Property: In the event this Agreement is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

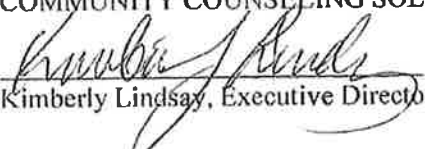
E. GENERAL PROVISIONS

1. Effective Date: This Contract is effective July 1, 2019. This Contract shall expire on June 30, 2021. While the signing of this contract may occur after July 1, 2019, the effective date as agreed by all parties shall be July 1, 2019.
2. Assignment: No portion of this Agreement shall be assigned by Provider.

3. Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.
4. Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

PROVIDER

COMMUNITY COUNSELING SOLUTIONS INC.

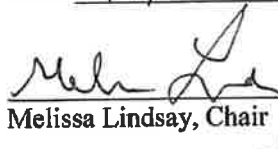

Kimberly Lindsay, Executive Director

Date: 2/24/2020

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: 3/4/2020


Melissa Lindsay, Chair


Don Russell, Commissioner

APPROVED AS TO FORM


County Counsel

Justin Nelson
OSD #074460

Excused
Jim Doherty, Commissioner



Agreement Number 157836

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT
FOR THE FINANCING OF
COMMUNITY DEVELOPMENTAL DISABILITIES SERVICES**

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

This Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Morrow County ("County" or "CDDP").

AGREEMENT

1. Effective Date and Duration.

This Agreement shall become effective on **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents, Order of Precedence.

- a.** This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;
Exhibit A Definitions;
Exhibit B Part 1 Operations and Administration Terms and Conditions;
Exhibit B Part 2 Service Element Standards and Procedures;
Exhibit B Part 3 Financial Terms and Conditions;
Exhibit C Special Terms and Conditions;
Exhibit D General Terms and Conditions;
Exhibit E Standard Terms and Conditions;
Exhibit F Federal Terms and Conditions;
Exhibit G Part 1 Required Subcontractor Provisions;
Exhibit G Part 2 Subcontractor Insurance Requirements;

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence:

This Agreement without Exhibits;

- (1) Exhibit F Federal Terms and Conditions;
- (2) Exhibit A Definitions;
- (3) Exhibit B Part 3 Financial Terms and Conditions;
- (4) Exhibit B Part 1 Operations and Administration Terms and Conditions;
- (5) Exhibit B Part 2 Service Element Standards and Procedures;
- (6) Exhibit C Special Terms and Conditions;
- (7) Exhibit D General Terms and Conditions;
- (8) Exhibit E Standard Terms and Conditions;
- (9) Exhibit G Part 1 Required Subcontractor Provisions;
- (10) Exhibit G Part 2 Subcontractor Insurance Requirements;
- (11) Exhibit H Part 1 Privacy and Security Agreement; and
- (12) Exhibit H Part 2 Third Party Information System Access Request.

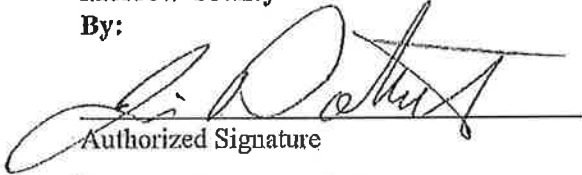
- c.** For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Morrow County

By:


Authorized Signature

Jim Doherty
Printed Name

Chair, Board of Commissioners
Title

7-10-19
Date

State of Oregon, acting by and through its Department of Human Services

By:


Authorized Signature

Lea Ann Stutheit
Printed Name

ODDS COO
Title

7/11/19
Date

Approved for Legal Sufficiency:

/s/ Steven Marlowe
Department of Justice

May 22, 2019
Date

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Based on the outcome of the Public Hearing held on May 12, 2021 and the May 19, 2021 First Reading, the item before you is the second reading of the Adopting Ordinance to Update the Code Enforcement Ordinance which includes the following:

- A new section addressing compliance with Zoning and Subdivision Ordinances
- A subsection in the Vehicles section that addresses Nuisance Vehicle Storage
- Updated definitions related to the proposed changes

During the May 19, 2021 Board of Commissioners meeting staff recommended that the Ordinance be adopted with an emergency clause. The Board agreed given that the changes are minor follow up to the recent 2019 Code Enforcement Update.

2. FISCAL IMPACT:

There is no direct fiscal impact to the County.

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

Adopt the Ordinance with an Emergency Clause.

Attach additional background documentation as needed.

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

AN ORDINANCE ADOPTING AN UPDATE TO)
THE MORROW COUNTY CODE ENFORCEMENT)
ORDINANCE, ADDING COMPLIANCE WITH) ORD NO. ORD-2021-4
ZONING AND SUBDIVISION ORDINANCES)
AND ADDRESSING VEHICLE NUISANCE)
STORAGE. THIS ACTION REPEALS AND)
REPLACES ORDINANCE ORD-2019-4.)

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, it is a concern of Morrow County that the Code Enforcement Ordinances have consistent and achievable enforcement of State regulations and Morrow County Codes; and

WHEREAS, the current Code Enforcement Ordinance was updated in 2019 and specific topics were inadvertently omitted in the redevelopment; and

WHEREAS, the Code Enforcement Ordinance should address compliance with other County Ordinances, including the Zoning and Subdivision Ordinances; and

WHEREAS, nuisance vehicles in the County are a cause for concern and the County has the opportunity to address those concerns through a definition of Vehicle Nuisance Storage; and

WHEREAS, the Planning Department, in consultation with the Community Development Director, Sheriff's Office, and County Counsel redrafted the current Code Enforcement Ordinance to incorporate new sections to address compliance with the Zoning and Subdivision Ordinances and nuisance vehicles; and

WHEREAS, the draft proposed changes were posted on the County website and notice was published in the East Oregonian and Heppner Gazette Times of a 20-day comment period; and

WHEREAS, no public comment was received on the proposed changes; and

WHEREAS, the Morrow County Board of Commissioners held two public hearings to consider the adoption of the Code Enforcement Ordinance on May 5, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference, and on May 12, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference; and

WHEREAS, the Morrow County Board of Commissioners did deliberate and adopt the Code Enforcement Ordinance on May 12, 2021; and

NOW THEREFORE, BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY CODE ENFORCEMENT ORDINANCE. THE BOARD OF COMMISSIONERS ALSO REPEALS AND REPLACES ORDINANCE ORD-2019-4 RELATING TO THE CURRENT CODE ENFORCEMENT ORDINANCE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2021 Code Enforcement Ordinance Update.”

Section 2 Affected and Attached Documents:

The Morrow County Code Enforcement Ordinance adopted as ORD-2019-4 is repealed.

The Morrow County Code Enforcement Ordinance adopted as ORD-2021-4 is attached and adopted.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners declared an emergency to assist the implementation and consistency of the Code Enforcement Ordinance. This Ordinance shall be effective on July 5, 2021.

Date of First Reading: May 19, 2021
Date of Second Reading: June 2, 2021

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 2nd DAY OF JUNE 2021.

**BOARD OF COMMISSIONERS OF
MORROW COUNTY, OREGON**

Don Russell, Chair

Approved as to Form:

Jim Doherty, Commissioner

Morrow County Counsel

Melissa Lindsay, Commissioner



Morrow County Code Enforcement Ordinance

Original Adoption: July 1, 2009
County Ordinance No. MC-02-2009

Update Effective: July 5, 2021
County Ordinance No. ORD-2021-4

The Code Enforcement Ordinance

Table of Contents

Section 1	Purpose and Policy	1
Section 2	Definitions	2
Section 3	Jurisdiction	6
Section 4	Motor Vehicles	7
	4.100 Abandoned Vehicles	
	4.200 Junk Slips	
	4.300 Motor Vehicle Impound	
	4.500 Towing and Storage Liens	
	4.600 Suspension of Notice and Hearing Requirements	
	4.700 Nuisance Vehicle Storage	
Section 5	Nuisances	9
	5.100 Prohibited Acts	
	5.200 General Nuisance	
	5.300 General Nuisance Abatement	
	5.400 Compliance with Zoning and Subdivision Ordinances	
Section 6	Housing as a Public Nuisance	13
	6.100 Authority	
	6.200 Purpose and Policy	
	6.300 Nuisance Housing	
	6.400 Benchmarks	
	6.500 Resolution	
	6.600 Inspection and Right of Entry	
	6.700 Appeals	
Section 7	Chronic Nuisances	18
	7.100 Definitions	
	7.200 Violation	
	7.300 Procedures	
	7.400 Commencement of Actions; Remedies; Burden of Proof	
	7.500 Summary Closure	
	7.600 Enforcement	
	7.700 Attorney Fees	
Section 8	Noise as a Public Nuisance	22
	8.100 Prohibited Acts	
	8.200 Exceptions	
	8.300 Penalties	

Section 9	Dogs as a Public Nuisance and Animal Neglect	23
9.100	Establishment of a Dog Control District	
9.200	Dogs as a Nuisance	
9.300	Owner Responsibility	
9.400	Dogs and Livestock	
9.500	Dog Impoundment	
9.600	Animal Abuse, Neglect and Abandonment	
9.700	Nuisance Dog Penalties	
Section 10	Environmental Health	27
10.100	Purpose	
10.200	Adoption	
10.300	Permits Required	
10.400	Violations	
10.500	Public Nuisance	
10.600	Updates to Statutes and/or Rules	
10.700	Remedies Not Exclusive	
10.800	Delegation	
Section 11	Weed Control	30
11.100	Establishment of a Weed Control District	
11.200	Weeds as a Nuisance	
11.300	Property Owner Responsibility	
11.400	Procedure for county disposition of weeds	
11.500	Penalties, fees and costs	
Section 12	Enforcement Procedures	32
12.100	Enforcement Action	
12.200	Investigation Authority; Entry on Premises.	
12.300	Enforcement by voluntary compliance; warning notice	
12.400	Enforcement process by Citation	
12.500	Enforcement by Consent Agreement	
12.600	Enforcement by Stipulated Judgment	
12.700	Enforcement by Order of Abatement	
12.800	Summary Abatement	
Section 13	Hearings	37
Section 14	Penalties and Costs	38
14.100	Civil Penalties	
14.200	Costs Recoverable	
14.300	Code Enforcement Cleanup Fund	
14.400	Weed Control Fund	
14.500	Recovery on a Money Judgment	
14.600	Liens	
Section 15	Stop Work or Stop Use Orders	41
15.100	Grounds for Issuance	
15.200	Contents	

15.300 Service	
15.400 Priority	
15.500 Violation of Order	
15.600 Impact on Other Permits	
Section 16 General Provisions	43
16.100 Appeal	
16.200 Remedies	
16.300 Records	
16.400 Severability Clause	
16.500 Amendment Procedure	
Appendix A	44
Appendix B	45

Section 1. Purpose and Policy

Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

Section 2. Definitions

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle which satisfies one of the following criteria: a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, Code Enforcement Officer, Public Health Official, Administrator, or Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector, and Planning Official.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a Board of Commissioners order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or

other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

This definition also includes medical and infectious waste as defined in ORS 459.386 and OAR 340-93-030(42) and (52); all wastes capable of being recycled that are commingled with other wastes; and incidental Household Hazardous Waste or Small Quantity Generator Hazardous waste as defined under 40 CFR 261.5. The fact that materials, which would otherwise come within the definition of Garbage, Trash, or Waste, may from time-to-time have value and thus could be utilized, shall not remove them from the definition.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Household Hazardous Waste means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households and is generated by the household. Household hazardous waste may include but is not limited to some cleaners, solvents, pesticides and automotive and paint products.

Infestation means to be overrun to an unwanted degree or in troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk includes, but is not limited to, nuisance vehicles, all vehicles, vehicle parts, abandoned automobiles, machinery, machinery parts, appliances or appliance parts, iron or other metal, glass, paper, lumber, wood or other useless, unwanted or discarded material. The fact that materials, which would otherwise come within the definition of Junk, may from time-to-time have value and thus could be utilized, shall not remove them from the definition. For purposes of this subsection, the term "junk"

shall include, but not be limited to, a description of items which are dilapidated, abandoned, inoperable, or otherwise in a state of disrepair. Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include "bone yard" as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self-propelled or designed for self-propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the Board of Commissioners to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Nuisance Vehicle means a vehicle that meets at least one of the following conditions:

- a. Is not currently licensed and registered for operation.
- b. Is being used to store junk, solid waste, or waste as defined in this section; or
- c. Has parts which have been discarded, dismantled, or partially dismantled, or stripped, or the vehicle is in a rusted, damaged, wrecked or other condition which renders the vehicle inoperable.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use is in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 14 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

Section 3. Jurisdiction

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

Section 4. Vehicles

4.100 Abandoned Vehicles

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
 - 1. Photograph the vehicle.
 - 2. Verify that the person is in lawful possession of the vehicle.
 - 3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
 - a. The name and address of the person requesting the disposal;
 - b. The vehicle identification number;
 - c. The appraised value of the vehicle;
 - e. The name and address of the authority disposing of the vehicle.
 - 4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

4.300 Vehicle Impound

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

4.400 Towing and Storage Liens

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

4.700 Nuisance Vehicle Storage

- A. Storing or permitting to be stored more than two nuisance vehicles, or portions thereof, or any vehicle leaking fluids onto the ground or into a waterway, on any private property is prohibited, unless the vehicle is completely enclosed within a building, is covered with a fitted car cover specifically designed to protect vehicles from the elements, or is stored on the premises of a business enterprise dealing in used vehicles that is being lawfully conducted within the County;
- B. Farm-related equipment that is not required to be registered as a motor vehicle is excluded from this section if it meets the following criteria:
 - 1. Equipment function is clearly related to farming/ranch practices and/or the equipment is historically related to agricultural operations, such as combines;
 - 2. Equipment is not leaking fluids onto the ground or into a waterway.

The owner of record or person in charge of the property must be able to demonstrate that non-registered farm equipment is either used as part of the agricultural operation or is of historical significance.

- C. Removal of an unregistered or inoperable vehicle from one tax lot to another tax lot, or removal of an unregistered or inoperable vehicle from private property onto a public right-of-way, or removal of an unregistered or inoperable vehicle from one location to another location on a public right-of-way, after the responsible party has received a Notice of Violation shall not prevent the County from proceeding with the process to have the vehicle towed from a tax lot or the public right-of way and impounded under the provisions of Chapter 3.
- D. Illegal Parking lot: Storing or permitting to be stored in excess of 30 days within any consecutive twelve (12) month period, more than three operational and registered vehicles, not registered to the property address, unless they are completely enclosed within a building or are stored on the premises of a business enterprise dealing in new or used vehicles or the storage of vehicles lawfully conducted within the County.

Section 5. Nuisances

5.100 Nuisances

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 12.

5.200 General Nuisance

A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:

1. junk may be accumulated if authorized by permit or business license.
2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.

B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 11 of this Code.

C. No person may cause to exist vegetation that:

1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
 - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
 - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
2. is a hazard to the public or property on or near the property where the vegetation is located;
3. impedes access to or use of any public facility;
4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;

5. has roots that have entered a sewer or water line, main or system, and that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;
 6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.
- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
- E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
- F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
1. it is fenced or securely covered; or
 2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
- G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
- H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
- I. Unlawful Posting of placards.
1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
 2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.
- J. No person in charge of property may possess nuisance vehicles on the property, except as otherwise allowed in Section 4.700.

5.300 A general nuisance may be abated as provided in Section 11.

5.400 Compliance with ZONING AND SUBDIVISION ORDINANCES^[TM1]

Violations of the Zoning Ordinance or the Subdivision and Land Partition Ordinance are subject to this Code Enforcement Ordinance.

- A. Development Without Land Use Review and Approval:
(whether approvable or not) development within Morrow County conducted without having obtained the permits and approvals required by Morrow County Zoning Ordinance regardless of whether or not it could comply with all applicable land use regulations
- B. Non-Compliance with Approval: Development that does not comply with the specifications set out in the approval issued by the Morrow County Planning Department or built inconsistently with Approval Including but not limited to: placing structures in different locations than approved, not meeting setback or buffer requirements, building structures taller or larger than approved, or increasing or altering the nature and intensity of the approved use.
- C. Continuation of Use after Expiration of Approval:
 - 1. A Permit may be approved with a limited time duration. Use continuing beyond the expiration of approval granted via a Permit, Temporary Use or other, is prohibited
 - 2. Failure to remove additional dwelling within sixty (60) days of the expiration of a Temporary Use Permit granted due to family hardship or until a primary dwelling is built:
 - a. Temporary placement of an additional dwelling shall be granted for a specified time period, with the period not exceeding two (2) years. If the temporary placement is not renewed, the owner of record or person in charge of the property shall have sixty (60) days in which to remove the additional dwelling from the property, unless an extension is granted
- D. Nonconforming Uses: The following nonconforming uses shall be considered violations:
 - 1. Any change, alteration, restoration or replacement of structures, uses or area related to the pre-existing nonconforming structure, use or area that fails to conform to the applicable nonconforming use standards or those of the current zoning designation; and
 - 2. Use or employment of a structure, use or area that is discontinued or abandoned according to the applicable nonconforming use standards.
- E. Outdoor Lights: Outdoor lights shall be directed downward and sited, hooded and shielded in a manner that prevents the lighting from projecting on to adjacent properties.
- F. Illegal Uses: No development may occur that conflicts with the requirements of the Morrow County Zoning Ordinance or that require permits and approvals that were not obtained. These illegal uses include, but are not limited to:
 - 1. Illegal Dwellings: Structures designed for, or used in the capacity of a dwelling, or parts thereof erected, moved, reconstructed, extended, enlarged, or altered which did not receive all of the applicable approvals (local, state, or federal) that were required at the time the structure was built or placed on the property.
 - 2. Illegal Structures: Structures or parts thereof erected, moved, reconstructed, extended, enlarged or altered which did not receive all of the applicable approvals (local, state, or federal) that were required at the time the structure was built or placed on the property.
 - 3. Illegal Home Occupations: Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other structure, normally associated with uses permitted in the zone contrary to applicable approvals (local, state, or federal).
 - 4. Illegal Businesses: Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other structure, normally associated with uses permitted in the zone contrary to applicable approvals (local, state, or federal).
 - 5. Illegal Land Divisions/Property Line Adjustments: Partitions, Replats, Property Line Adjustments that do not comply with applicable approvals (local, state, or federal).

- G. Violation of Structure Restrictions: No structures larger than 100 square feet in area or 10 feet in height are permitted without applicable approvals (local, state, or federal).

Section 6. Housing as a Public Nuisance

6.100 Authority

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

6.200 Purpose and Policy

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

6.300 Property as a Public Nuisance

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

A. Dangerous Buildings.

1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
2. Whenever a structure has become chronically derelict;
3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
4. When deemed dangerous by the Building Official or local Fire Marshall.

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered inhabitable if it substantially lacks any one of the first 7 or a combination of:

A. As applied to landlord responsibilities:

1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
3. A water supply approved under applicable law, which is:
 - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
 - b. Furnished with appropriate fixtures;
 - c. Connected to a sewage disposal system approved under applicable law; and
 - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
7. Safety from fire hazards as required by the Oregon Fire Code.

B. As applied to tenant duties:

1. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.

2. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
3. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 11 Enforcement Procedures in this Ordinance with the following changes:

A. Discovery.

A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.

B. Investigation and Confirmation.

An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.

C. Actions.

1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 11.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 11 of this Ordinance. Penalties and Costs will be assessed according to Section 13 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

6.600 Inspection and Right of Entry

A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause

to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

B. Grounds for Issuance of Inspection Warrants; Affidavit.

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

C. Procedure for Issuance of Inspection Warrant.

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation.

The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace

has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County Board of Commissioners, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The Board of Commissioners shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled Board of Commissioners hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The Board of Commissioners shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the Board of Commissioners and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section. Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner. The Code Enforcement Officer shall take immediate action in accordance with the decision of the Board of Commissioners.

Section 7. Chronic Nuisances

7.100 Definitions

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within 400 feet of which any Person Associated with the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

7.200 Nuisance Activities

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

7.300 Violation

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

7.400 Procedures

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 400 feet of a

Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.

B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 400 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.

C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.

D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement

of the Nuisance Activities within sixty (60) days; or, if no agreement concerning abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
 - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
 - 2. The financial condition of the Person in Control;
 - 3. Repeated or continuous nature of the problem;
 - 4. The magnitude or gravity of the problem;
 - 5. The cooperation of the Person in Control with the County;
 - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
 - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

Section 8. Noise as a Public Nuisance

8.100 Prohibited Acts

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property and meets one of the following:
 - 1. Repeated at least three (3) times during a thirty (30) minute time period.
- B. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- C. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

8.200 Exceptions

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds.
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

8.300 Penalties

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 15 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

Section 9. Dogs as a Public Nuisance and Animal Neglect

9.100 Establishment of a Dog Control District

Morrow County is hereby declared a Dog Control District. The Morrow County Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

9.200 Dogs as a Nuisance

A. A dog is a public nuisance if it:

1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
2. Damages or destroys property of persons other than the keeper of the dog;
3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
4. Trespasses on public or private property of persons other than the keeper of the dog;
5. Disturbs any person by frequent or prolonged noises;
6. Is a female in heat and running at large; or
7. Any dog running at large; or
8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

9.300 Owner Responsibility

A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.

B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.

C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

9.400 Dogs and Livestock

- A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.
- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

9.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. Unless the county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this

subsection, “reasonable restrictions” may include, but is not limited to, sterilization.

- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the county governing body on or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.
- F. The county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
- G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
- H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
- I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
- J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
- K. The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
- L. The county governing body may euthanize the dog if not claimed within 30 days.

9.600 Animal Abuse, Neglect and Abandonment

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

9.700 Nuisance Dog Penalties

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 9.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.

Section 10. Environmental Health

10.100 Purpose

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

10.200 Adoption

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
 2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
 3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
 4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
 5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
 - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
 - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
 - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;

- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

Section 11. Weed Control

11.100 Establishment of a Weed Control District

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed Coordinator/Inspector will provide administration and enforcement of a weed control program as outlined in Oregon Statute.

11.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
 - 1. Is recognized by the Board of Commissioners as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
 - 2. Has the potential for widespread infestation.
 - 3. Is not native to the State of Oregon
- B. The weed Coordinator/Inspector shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

11.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

11.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.

- A. The weed Coordinator/Inspector shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed Coordinator/Inspector or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed Coordinator/Inspector or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
 - a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the

weeds from seeding or spreading during the continuation of ownership or occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the Board of Commissioners.

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

11.500 Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed Coordinator/Inspector shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed Coordinator/Inspector shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed Coordinator/Inspector shall at once notify the Board of Commissioners, who will take enforcement steps.
 - 1. The county shall authorize the weed Coordinator/Inspector to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 - 2. If the weeds are too far advanced for local control procedures the inspector shall notify the Board of Commissioners which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

11.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the Board of Commissioners shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

Section 12. Enforcement Procedures

12.100 Enforcement Actions

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

12.200 Investigation Authority; Entry on Premises.

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section 15 of this Ordinance, or a consent agreement under Section 12.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

12.300 Enforcement by voluntary compliance; warning notice

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the date, time, place and manner of giving notice.
- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
- G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
- H. Warning notice
 - 1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
 - 2. Give personal notice; or
 - 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
 - 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
 - 5. The notice to abate shall contain the following contents:
 - a. Statement that the notice is a “notice to abate a violation.”
 - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
 - c. The date the notice was issued;
 - d. A brief description of the violation alleged to exist;
 - e. A description of the real property, by street address or otherwise, on which the violation exists;
 - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
 - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
 - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
 - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
 - (2) Other civil actions in court; or
 - (3) Abatement by the County.
 - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

12.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set

forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.

- B. If the enforcement officer determines that enforcement of a violation by means of a citation is warranted, the enforcement officer may issue a citation under this Ordinance.
- C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.
- D. Sequence of Procedures.
 - 1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
 - 2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
 - 3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
 - 4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
 - 5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten (10) days prior to the scheduled date of the hearing.

If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.

- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
- F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
- G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
- H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
- I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the

presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.

- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party may initiate a violation proceeding pursuant to ORS 153.058 or other law.

12.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

12.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
 - 1. The responsible party must plead guilty to the violation;
 - 2. The responsible party shall abate the violation as provided by the agreement;
 - 3. The responsible party shall cooperate with the Enforcement Officer;
 - 4. The County may, but is not required to, bear some or all of the costs of abatement
 - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
 - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

12.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.
- B. Order of Abatement
 - 1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
 - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court; or
 - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
 - 2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

12.800 Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14(Penalties and Costs).

Section 13. Hearings

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
 - a. the citation, or abatement was proper, the Justice of the Peace
 - 1. Shall enter a written order supporting the citation or abatement; and
 - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
 - 3. May find that the owner or responsible person is liable for the costs of the hearing.
 - b. the citation or abatement was improper, the Justice of the Peace shall:
 - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
 - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

Section 14. Penalties and Costs

14.100 Civil Penalties

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

14.200 Costs Recoverable

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
 - 1. Any fees charged the County for service on responsible party(s);
 - 2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
 - 3. Postage;
 - 4. Photocopying;
 - 5. Publication charges;
 - 6. Sampling and monitoring expenses;
 - 7. Film and development costs; and
 - 8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

14.300 Code Enforcement Cleanup Fund

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.

- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

14.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

14.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 14.300, Code Enforcement Cleanup Fund, and 14.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
 - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
 - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
 - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
 - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

14.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners shall cause to be filed with the County Clerk an

itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that purpose. The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

Section 15. Stop Work or Stop Use Order

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

15.100 Grounds for Issuance.

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

15.200 Contents.

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

15.300 Service

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

15.400 Priority

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

15.500 Violation of Order

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

15.600 Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.

Section 16. General Provisions

16.100 Appeal

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

16.200 Remedies

The remedies provided herein shall be in addition to any other remedies provided by law.

16.300 Records

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

16.400 Severability Clause

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

16.500 Amendment Procedure

Morrow County Board of Commissioners shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the Board of Commissioners shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed
Yellow Starthistle
Tansy Ragwort
Dalmatian & Yellow Toadflax
Mediterranean Sage
Leafy Spurge
Spikeweed
Musk Thistle
Scotch Thistle
Purple Loosestrife
Common Crupina
White Top
Hounds tongue
Plumeless Thistle
Flowering Rush
Yellow Flag Iris

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock
Canada Thistle
Jointed Goatgrass
St. Johnswort
Perennial Sowthistle
Field Bindweed
Cereal Rye
Wild Oats
Johnsongrass
Knapweeds-Russian, Diffuse, Spotted
Field Dodder
Water Hemlock
Medusahead Rye
Puncturevine
Kochia
Perennial Pepperweed
Myrtle Spurge
Ventenata

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

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

Morrow County met with Community Counseling Solutions (CCS) to update our contract associated with the Oregon Health Authority Intergovernmental Agreement (IGA) #166052.

The new contract between Morrow County and CCS reflects the language and terms of the new OHA IGA #166052 which was signed by Chair Russell on April 21, 2021 and fully executed by all parties on April 27, 2021.

2. FISCAL IMPACT:

Transfer of State funds to CCS for Mental Health and Addiction Services

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

Motion to approve the contract between Morrow County and Community Counseling Solutions, Inc., for Mental Health and Addiction Services.

Attach additional background documentation as needed.

**CONTRACT BETWEEN MORROW COUNTY
AND
COMMUNITY COUNSELING SOLUTIONS, INC**

This Contract, made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, County desires to provide adequate access to effective mental health, alcohol and drug abuse treatment, and problem gambling services for those citizens of Morrow County in need of said services; and

WHEREAS, County is authorized, pursuant to ORS 430.620 as the Local Mental Health Authority, to provide for the range of mental health, alcohol and drug abuse treatment, and problem gambling services described in ORS 430.630, and

WHEREAS, County has entered into the 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services with the Oregon Health Authority, hereinafter referred to as "OHA," to receive funding to obtain necessary services by contracting with a provider of said services; and

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County in its agreement with OHA; and

WHEREAS, Provider has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Contract, upon the terms and conditions set out below; and

WHEREAS, it is in the intention of the parties that Provider shall assume and perform and be responsible for all of the duties and obligations to be performed by County under this Contract to the fullest extent possible; and

WHEREAS, Provider has available, or can cause to be made available, the facilities and staff required for the performance of said services; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

A. PROVIDER REPRESENTATIONS

- 1 Proof of Certification: Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Contract.

- 2 Expenditure of funds: Provider may expend the funds paid to Provider under this Contract solely on the delivery of services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a. Provider may not expend on the delivery of services any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of services.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, and Prevention, and Problem Gambling services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with MB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year

beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

3 Records Maintenance, Access and Confidentiality:

- a. Access to Records and Facilities. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representative shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. Retention of Records. Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period and as may be required by other provisions of this Contract or applicable law, following the termination or expiration off this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. Expenditure Records. Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. Client Records. Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

(1) Client identification;

- (2) Problem assessment;
- (3) Treatment, training and/or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:
Which Behavioral Health Providers are Required to Report in MOTS?
The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:
 1. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

2. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
3. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
4. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.
 If there are any questions; contact MOTS Support at MOTS.Support@state.or.us.

4 Alternative Formats of Written Materials, Interpreter Services: In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client’s reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client’s language.
- c. Oral interpretation services related to the services provided to the Client in the Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, “written materials” means materials created by the Provider in connection with the Service being provided to the requester. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

5 Reporting Requirements: Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions,

Section 14 Disclosure found within the 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County attached hereto and by this reference incorporated herein as Exhibit A.

- 6 Compliance with Regulations: Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement.
- 7 Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority, or County.
- 8 Legal Compliance: Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority which is attached as Exhibit A and is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 9 Hold Harmless: Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
- 10 False Claims: Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 11 Authorized Transactions: Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
- 12 Provider Insurance Requirements: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, which Exhibit is incorporated herein by this reference.
- a. Automobile Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit per occurrence of not less than \$2,000,000.
- b. Commercial General Liability Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Contract, commercial general liability insurance covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under this Contract. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent per occurrence for all claimants for claims arising out of a single accident or occurrence.
- c. Workers' Compensation Insurance: Provider must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.

- d. Professional Liability Insurance: Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract, with limits not less than \$2,000,000 per occurrence for all claimants for claims arising out of a single accident or occurrence.
- e. Additional Insured: The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change: The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.
- g. "Tail" Coverage: If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of: (i) the Provider's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- h. Certificate of Insurance: County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under this Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

13 Indemnification: Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims,

actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

- 14 Non-discrimination: Provider shall make available such necessary mental health services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
- 15 Other Contracts: Provider may make contracts with such other corporations or individuals as can effectively provide portions of the community mental health program, and monitor these contracts to assure contract compliance, adequacy of services and compliance with applicable county, state and federal laws and regulations.
- 16 Financial Audit: Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

B. PROVIDER COVENANTS

- 1 Financial Assistance Contract: Provider shall comply with all applicable provisions of that certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which is attached to this Contract as Exhibit A and by this reference incorporated herein.
- 2 Scope of Services: Provider shall comply with the following provisions of ORS 430.630:
 - a. Provide basic services for persons with mental retardation, alcohol abuse, alcoholism, drug abuse and drug dependence;
 - b. Provide services as alternatives to state hospitalization, when needed and approved by Department and subject to the availability of funds;
 - c. Provide services to persons with mental or emotional disturbances, subject to the availability of funds;
 - d. Assume responsibility for psychiatric care in state and community hospitals in certain circumstances; and
 - e. Enter into a written contract concerning the policies and procedures to be

followed when a patient is admitted to and discharged from the hospital during the period of hospitalization.

- 3 **Biennial Plan:** Provider shall prepare and implement, subject to Department approval, the following planning activities for the biennium:
 - a. Assess the needs of the citizens of Morrow County for mental health services.
 - b. Prepare and provide a program of comprehensive mental health services to meet identified needs.
 - c. Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.
- 4 **Service Elements:** Provider shall deliver the following Service Elements as per the descriptions in that certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, between the State of Oregon, acting by and through its Department of Human Services, and Morrow County, Exhibit A, attached hereto and by this reference incorporated herein.
- 5 **Commitment Services:** Provider shall carry out the responsibilities of the community mental health program under ORS 426.060 through 426.223 (involuntary treatment). It is understood Provider shall undertake and have the responsibility of preparing petitions and other court documents incidental to the commitment proceedings; provide pre-commitment consultation, evaluation and related services, schedule mental illness hearings in cooperation with the Morrow County Court and provide such further services in the involuntary treatment of individuals after commitment as may be provided on an outpatient basis.

C. COUNTY COVENANTS

- 1 **Schedule of payment:** If any of the funds are received by County, County shall be remitted to Provider upon receipt of funds from Department. This shall occur on a monthly basis.
- 2 **Payment of Funds:** County shall provide payment of any funds received from OHA to Provider for services pursuant to this Contract within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Contract.
- 3 **Maintenance of Effort:** Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of mental health services to the citizens of Morrow County, and to the local budget law, County declares its intention

to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

- 4 Other Contracts: County may negotiate contracts with other agencies and organizations, including the State of Oregon, and receive and disburse all funds necessary to the operation of the community mental health program.

D. TERMINATION

- 1 Termination: All or part of this Contract may be terminated by mutual consent of both parties.

- 2 County Termination: County may terminate all or part of the Contract for cause as follows:

- a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
- b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Contract.
- c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Contract or subsequent modifications of this Contract within the time specified herein.
- d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
- e. Prior to termination of this Contract, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.

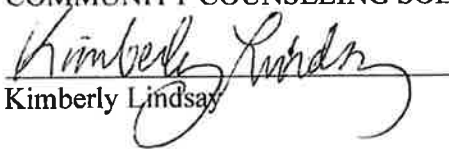
- 3 Recovery of Property: In the event this Contract is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

E. GENERAL PROVISIONS

- 1 Effective Date: This Contract is effective July 1, 2021. This Contract shall expire on December 31, 2021.

- 2 Assignment: No portion of this Contract shall be assigned by Provider without the prior written consent of County.
- 3 Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Provider's Executive Director will have ultimate responsibility for resolution of disputes among sub-contractor agencies.
- 4 Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

PROVIDER
COMMUNITY COUNSELING SOLUTIONS INC.


Kimberly Lindsay

Date: 5/24/21

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM

County Counsel

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

AGREEMENT #166052

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County**, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the Local Plan as agreed upon between OHA and County.

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on January 1, 2021. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2021.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

- Exhibit A Definitions
- Exhibit B-1 Service Descriptions
- Exhibit B-2 Specialized Service Requirements
- Exhibit C Financial Assistance Award
- Exhibit D Payment, Settlement, and Confirmation Requirements
- Exhibit E Special Terms and Conditions
- Exhibit F General Terms and Conditions
- Exhibit G Standard Terms and Conditions
- Exhibit H Required Federal Terms and Conditions
- Exhibit I Required Provider Contract Provisions
- Exhibit J Provider Insurance Requirements
- Exhibit K Startup Procedures
- Exhibit L Catalog of Federal Domestic Assistance (CFDA) Number Listing

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit H, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit E, (g) Exhibit B-1, (h) Exhibit B-2, (hi) Exhibit G, (j) Exhibit F (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit L.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Morrow County

By:



Authorized Signature

Don Russell, Chair, Board of Commissioners

Printed Name

Title

April 21, 2021

Date

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

By: DocuSigned by:



Authorized Signature

Kyleen Zimber

Printed Name

BH Operations Director

Title

4/27/2021

Date

Approved by: Director, OHA Health Systems Division

By: DocuSigned by:



Authorized Signature

Margie Stanton

Printed Name

Director

Title

4/27/2021

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on January 29, 2021; email in Contract file.

OHA Program:

Approved by Sheryl Derting on February 4, 2021; email in Contract file.



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

(For BOC Use)
Item #
60

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

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

Phone Number (Ext): 541-676-5667
Requested Agenda Date: June 2, 2021

Memorandum of Understanding between Boardman Senior Center and The Loop

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
R.Tovey - via email 5/28/2021 County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

See Memorandum for background and terms.

2. FISCAL IMPACT:

N/A

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

Motion to approve the Memorandum between Boardman Senior Center and The Loop.

Attach additional background documentation as needed.

MEMORANDUM OF UNDERSTANDING BOARDMAN BUS BARN

THIS AGREEMENT is made and entered into by and between the Boardman Senior Citizen, Inc., hereinafter referred to as "Senior Center" and MORROW COUNTY, acting by and through the Morrow County Special Transportation Department, hereinafter referred to as "The Loop," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Loop is the provider of public transportation in Morrow County. The Loop provides all residents with safe, caring, and reliable transportation service to enhance their quality of life.
2. In 2007 The Boardman Bus Barn was built by Morrow County on property owned by the City of Boardman and paid by a grant through Public Transportation Division (Agreement # 21810, 2004, total approved project \$55,000) (Exhibit 3) and Morrow County. The grant was awarded through a program called STG (Special Transportation Grant). The purpose of the grant was to provide public transportation resources for elderly and people living with disabilities. As part of the grant requirements, the Boardman Senior Property was required to file a Restrictive Covenant and required the Boardman Bus Barn structure be used solely to support passenger transportation services benefiting persons in Morrow County, and that any change of Ownership would be pre-approved by the Oregon Department of Transportation (Exhibit 1).
3. In 2006, the City of Boardman and the Boardman Senior Citizen, Inc. received a Community Development Block Grant through Greater Eastern Oregon Development Corporation. One of the requirements of the Grant required the Boardman Senior Center lease the Senior Center building and property for 5 years from the City of Boardman. If, after the conclusion of those 5 years, the Boardman Senior Center was able to maintain the financial needs of the center, the City of Boardman would sign over ownership to the Senior Center. Based upon the financial independence of the Senior Center, the building and property transferred from the City of Boardman to the Boardman Senior Center in 2011. On March 1, 2011, the City of Boardman notified the Oregon Department of Transportation that the property ownership was transferred to the Boardman Senior Center (Exhibit 2).
4. The Boardman Bus Barn continues to be used for public transportation services consistent with functions required by the ODOT Grant, including bus storage and public transportation supply storage for The Loop.

5. The Oregon Department of Transportation Public Transportation Division are requiring that a Memorandum of Understanding be completed between The Loop and the Boardman Senior Center specifying each parties roles and responsibilities to the Boardman Bus Barn.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

THE LOOP OBLIGATIONS

1. The Loop will provide all operational maintenance for the Boardman Bus Barn building. These maintenance services shall include, but not be limited to: Repair and maintenance of garage doors of building, interior lighting of building, and all cleaning and repair required to take place the Boardman Bus Barn that is needed to continue the operation as a public transportation storage building.

SENIOR CENTER OBLIGATIONS

1. Senior Center shall provide building insurance for the Boardman Bus Barn. A copy of the insurance policy shall be provided to The Loop.
2. Senior Center will continue to provide and pay for utilities used by the Boardman Bus Barn. No water is used by the Boardman Bus Barn, and no water service is expected to be provided to the Boardman Bus Barn building.
3. Senior Center shall be allowed to use the Boardman Bus Barn for storage of miscellaneous items, so long as those items do not impede the storage of public transportation vehicles or the interfere with the safety of The Loop employees. If The Loop determines that items are interfering with the function of the Boardman Bus Barn as a public transportation storage facility, The Loop will notify the Senior Center to move the items. If the items are not moved or corrected within two days, The Loop is allowed to move those items for the Senior Center.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Either party is allowed to terminated this agreement with 30 days written notice to the other party.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute.

5. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

MORROW COUNTY, by and through
Morrow County Transportation
Coordinator:

BOARDMAN SENIOR CITIZEN, INC., by
and through *****

By _____
Katie Imes

By _____

Date _____

Date _____

The Loop Contact:

Katie Imes
Morrow County
Transportation Coordinator
P.O. Box 495
Heppner, Or. 97836
Office: 541-676-5667
Cell: 541-256-6106
kimes@co.morrow.or.us

Senior Center Contact:



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

Public Transit Division
555 13th Street NE, Suite 3
Salem, OR 97301-4179
Phone (503) 986-3300
FAX (503) 986-4189
TTY (Via the Oregon Telecommunications Relay Service) (800) 735-2900

Restrictive Covenant

The property identified as:

LOT 3 OF PLAT OF CITY CENTER, 4N2516, EWM, IN THE COUNTY OF MORROW,
STATE OF OREGON. MAP & TAX LOT #4N2516B 403

ADDRESS: 100 TATONE STREET

SEE ATTACHED MAP

, currently deeded to, CITY OF BOARDMAN and structures located on said property shall be solely used to support passenger transportation services that primarily benefit persons within MORROW County Oregon. Any change of ownership or change of specified use must be pre-approved by the Oregon Department of Transportation - Public Transit Division and shall conform to all applicable requirements associated with state procurement laws and the Special Transportation Fund laws, rules and requirements.

Notification of any proposed change in ownership or change in specified use shall be provided in writing to the Oregon Department of Transportation - Public Transit Division at least ninety (90) days prior to the desired date of change. Notification shall be sent to Oregon Department of Transportation - Public Transit Division, Attention Division Administrator, 555 13th Street NE, Suite 3, Salem, OR 97301-4179.

[Signature]
Signature of Legal Representative of
COUNCIL PRESIDENT, CITY OF BOARDMAN

9/13/07
Date

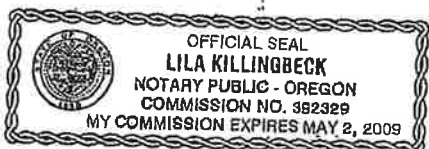
PAMELA P. DOCKEN
Print Name of Legal Representative of
CITY OF BOARDMAN

COUNCIL PRESIDENT
Title

STATE OF OREGON)
County of MORROW)
DATE: SEPTEMBER 13, 2007

*Grant
21810
Morrow Co.*

PERSONALLY APPEARED the above named PAMELA P. DOCKEN and acknowledged the foregoing instrument to be his/her voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: 5/2/2009

GRANT 21810
Morrow Co.



City of Boardman

200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone (541) 481-9252
Fax (541) 481-3244
TTY Relay (800) 735-2900
www.cityofboardman.com

March 1, 2011

Oregon Department of Transportation-Public Transit Division
Attn: Division of Administrator
555 13th Street NE, Ste. 3
Salem, OR 97301-4179

RE: 100 Tatone Street-Restrictive Covenant

Dear Sir,

In 2006, the City of Boardman and the Boardman Senior Center received a Community Development Block Grant through Greater Eastern Oregon Development Corporation. One of the requirements of the Grant was that the Boardman Senior Center would lease the building for 5 years from the City of Boardman. After those 5 years are over and Boardman Senior Center was able to maintain the financial needs of the center, the City of Boardman would sign over ownership to them. The ownership of this facility is due to change March 15, 2011.

During that time Morrow County and the City of Boardman received a grant from ODOT to build a structure in the parking lot of the Boardman Senior Center to house Boardman Senior transportation vehicles. According to the Restrictive Covenant the City is required to give 90 days notice prior to any proposed change in ownership or use. **This letter is notice to you of change of ownership.**

Please contact me if you have any questions or concerns regarding this matter. You can contact me at the above phone number or email me at: kpettigrew@cityofboardman.com.

Sincerely,

A handwritten signature in cursive script that reads 'Karen Pettigrew'.

Karen Pettigrew,
City Manager

Cc: Email 2/22/11-Monte Grove
5/2/09 ODOT Restrictive Covenant



The City of Boardman is an equal opportunity provider

PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local governments or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform. The State of Oregon acting through the Oregon Transportation Commission is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation pursuant to ORS 184.670 to 184.733.
2. This Agreement is based upon, and is subject to, ORS and Oregon Administrative Rules (OAR) such as those contained in ORS 323.455 and ORS 391.800 through 391.830.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such Authority, Recipient enters into this Agreement with State to secure financial assistance to perform activities, hereinafter referred to as "Project," described in "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at **\$55,000.00**, which is subject to change. The maximum allowable reimbursement shall be either **89.73%** of allowable costs or **\$49,352.00**, whichever is less.
3. This grant has a 10.27% local matching requirement.
4. The term of this Agreement will begin on July 1, 2004 or upon execution by all Parties, whichever date is later, and will terminate on June 30, 2009, unless extended by an executed amendment.
5. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project under any of the following conditions:
 - a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the requirements of this Agreement to any subrecipient. Use of a subagreement does not relieve the Recipient of its responsibilities to carry out the terms and conditions of this Agreement.
 - b. Recipient also agrees to provide State with a copy of any signed subagreement within thirty (30) days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
 - c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section I, Recipient Obligations, Paragraph A(2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.
6. The following documents: **Exhibit A: Project Description and Budget** and **Exhibit B: Financial Information** are attached hereto and by this reference made a part of this Agreement.

RECIPIENT OBLIGATIONS

A. General Requirements

- 1.** Recipient shall conduct Project activities in accordance with Exhibit A, Project Description and Budget. Recipient shall notify State in writing of changes to the Project. Recipient shall not perform any changes to the Project listed in Exhibit A without specific written approval from State.
- 2.** To receive reimbursement as described in State Obligations, Paragraph A, of this Agreement, Recipient shall submit quarterly progress reports. Reports shall include a detailed statement of revenues and expenditures for each quarter. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
- 3.** The reporting periods are based on the state fiscal year. Quarter 1 is July through September, Quarter 2 is October through December, Quarter 3 is January through March, and Quarter 4 is April through June. Reports are due to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301 no later than forty-five (45) days after the last day of the quarter, or on a schedule agreed upon by both Recipient and State.
- 4.** Recipient shall submit documentation to Public Transit Division to request payment for all qualifying expenses. The documentation must include:
 - a.** The total of the costs submitted for payment,
 - b.** The five (5) digit State agreement number associated with the request, and
 - c.** The source of matching funds.
- 5.** Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement in accordance with the Public Contract Code, ORS chapters 278A, 278B and 278C, and under procedures consistent with OAR Chapter 125.
 - a.** Procurements of rolling stock, facilities and personal services at any dollar and all procurements greater than \$75,000 threshold shall be subject to State approval prior to solicitation.
 - b.** Recipient is responsible to obtain State approval of the procurement process prior to solicitation, which approval shall not be unreasonably held.
- 6.** Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 7.** Recipient shall permit State, the Secretary of State, or their authorized representative, upon reasonable notice, to inspect all vehicles, real property, facilities, equipment purchased by the recipient as part of the project, and/or transportation services rendered by recipient, subrecipient and/or any subcontractor acting on behalf of the recipient.

8. Recipient shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, State, and their members, officers, agents, and employees from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of Recipient or its subcontractors, agents or employees under this Agreement. Recipient shall not be required to indemnify State for any such liability arising out of negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important government principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
10. Recipient, and any contractors, shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the activities under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
11. All employers, including Recipient, that employ subject workers under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.
12. Recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
13. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of the Agreement, and shall, upon Recipient's breach of such conditions, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

B. Audit Requirements

1. Recipients shall submit to State any annual audit covering the funds expended under this Agreement by Recipient or subrecipient receiving funds as a result of this Agreement, and a copy of the management letter as well as any report and appendices that accompany the annual audit covering the funds expended under this Agreement. The audit report shall be submitted in its entirety at Recipient's own expense to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301-4179. Audit reports for subcontractors shall be available upon request.

2. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Oregon Secretary of State's Audits Division in response to allegations with respect to the funds expended under this Agreement. Recipient's liability for any costs incurred under this provision is not limited to the grant amount defined by the Terms of Agreement, and is binding whether or not the allegations are substantiated. It is also mutually agreed and understood that any audit costs incurred as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

STATE OBLIGATIONS

- A. State shall reimburse eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement. Eligible costs are the reasonable and necessary costs incurred by the Recipient or subrecipient in completing the Project as defined by Exhibit A and that are not excluded from reimbursement by State, either by the Agreement or by exclusion as a result of financial review or audit. Expenses that are ineligible include expenses associated with lobbying, personal expenses and expenses not directly associated with the Project or that are incurred inappropriately, e.g., failure to follow the terms of the Agreement when procuring goods and services.
- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

GENERAL PROVISIONS

- A. This Agreement may be terminated by mutual written consent of both Parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions.
 1. If Recipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 2. If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize; or
 3. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 4. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding proposed by this Agreement; or
 6. The Project would not produce results commensurate with the further expenditure of funds; or
 7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or

- 8.** The commencement, prosecution, or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal; or
 - 9.** Recipient is in default under any provision of this Agreement.
- B.** Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
 - C.** Recipient shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
 - D.** This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.
 - E.** This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 - F.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to conduct the following to the Public Transit Division Administrator:

Execute Oregon Transportation Commission intergovernmental agreements and grants for special payments to local governments and other non-profit units and operators of public transportation services for disbursement of state and federal funds for public transit programs. The Division Administrator will maintain a listing of all intergovernmental agreements and grants and submit a quarterly report to the OTC.

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

John Wenholz
290 W. California
Irrigon, OR 97844
1 (541) 922-3941
irrmotors@oregontrail.net

State Contact:

Robin Bjurstrom
555 13th St. NE, Ste. 3
Salem, OR 97301-4179
1 (503) 986-6579

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Scope of Work The sole purpose of this Grant Agreement is to provide funding for the following projects:

Project Title: Morrow County 21810 Capital Facilities STG				
<i>Capital Facilities Build a Bus Barn Boardman STG/805</i>				
Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$55,000.00	\$49,352.00	\$5,648.00	Other
Sub Total	\$55,000.00	\$49,352.00	\$5,648.00	
Grand Total	\$55,000.00	\$49,352.00	\$5,648.00	

- *Capital Facilities*

Project Description/Scope of Work The sole purpose of this Grant Agreement is to provide funding for the following projects.

Preventive Maintenance: This Grant Agreement provides maintenance funding on vehicles used to provide client or public transportation. Maintenance should be performed to ensure the fleet is maintained (per manufacturer's recommendations) in good condition and that vehicles may pass an annual inspection. Preventive maintenance includes the following: oil changes; tune-ups; tires and tire maintenance; annual vehicle inspections, scheduled or routine maintenance; and associated parts, supplies and labor. This category of project does not include the costs associated with major repairs and major component replacement (such as engine or transmission rebuilds or replacements).

Invoice Requirements: For in-house mechanics, Recipient may list labor costs, otherwise copies of invoices must be submitted for all vendor provided maintenance and all parts. In-kind match is allowed for labor on maintenance and/or rehabilitation, if otherwise allowed and not used as a match for any other grant or contract.

Exclusions: Maintenance in this Grant Agreement will not include repairs resulting from motor vehicle accidents, or repairs charged to warranty or service agreements, or that are otherwise paid for in other grants or contracts. Maintenance reimbursed in this Grant Agreement is only for vehicles providing transportation services to the general public or special publics such as seniors and people with disabilities. This agreement does not allow maintenance for staff vehicles, vehicles used for business of the agency, or maintenance vehicles.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

State Program	State Funding Agency		Total State Funding
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$49,352.00

Administered By Public Transit Division 555 13th St. NE, Ste. 3 Salem, OR 97301-4179
--

MEMORANDUM OF UNDERSTANDING BOARDMAN BUS BARN

THIS AGREEMENT is made and entered into by and between the Boardman Senior Citizen, Inc., hereinafter referred to as "Senior Center" and MORROW COUNTY, acting by and through the Morrow County Special Transportation Department, hereinafter referred to as "The Loop," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Loop is the provider of public transportation in Morrow County. The Loop provides all residents with safe, caring, and reliable transportation service to enhance their quality of life.
2. In 2007 The Boardman Bus Barn was built by Morrow County on property owned by the City of Boardman and paid by a grant through Public Transportation Division (Agreement # 21810, 2004, total approved project \$55,000) (Exhibit 3) and Morrow County. The grant was awarded through a program called STG (Special Transportation Grant). The purpose of the grant was to provide public transportation resources for elderly and people living with disabilities. As part of the grant requirements, the Boardman Senior Property was required to file a Restrictive Covenant and required the Boardman Bus Barn structure be used solely to support passenger transportation services benefiting persons in Morrow County, and that any change of Ownership would be pre-approved by the Oregon Department of Transportation (Exhibit 1).
3. In 2006, the City of Boardman and the Boardman Senior Citizen, Inc. received a Community Development Block Grant through Greater Eastern Oregon Development Corporation. One of the requirements of the Grant required the Boardman Senior Center lease the Senior Center building and property for 5 years from the City of Boardman. If, after the conclusion of those 5 years, the Boardman Senior Center was able to maintain the financial needs of the center, the City of Boardman would sign over ownership to the Senior Center. Based upon the financial independence of the Senior Center, the building and property transferred from the City of Boardman to the Boardman Senior Center in 2011. On March 1, 2011, the City of Boardman notified the Oregon Department of Transportation that the property ownership was transferred to the Boardman Senior Center (Exhibit 2).
4. The Boardman Bus Barn continues to be used for public transportation services consistent with functions required by the ODOT Grant, including bus storage and public transportation supply storage for The Loop.

5. The Oregon Department of Transportation Public Transportation Division are requiring that a Memorandum of Understanding be completed between The Loop and the Boardman Senior Center specifying each parties roles and responsibilities to the Boardman Bus Barn.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

THE LOOP OBLIGATIONS

1. The Loop will provide all operational maintenance for the Boardman Bus Barn building. These maintenance services shall include, but not be limited to: Repair and maintenance of garage doors of building, interior lighting of building, and all cleaning and repair required to take place at the Boardman Bus Barn that is needed to continue the operation as a public transportation storage building.

SENIOR CENTER OBLIGATIONS

1. Senior Center shall provide building insurance for the Boardman Bus Barn. A copy of the insurance policy shall be provided to The Loop.
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2. Either party is allowed to terminate this agreement with 30 days written notice to the other party.
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5. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

MORROW COUNTY, by and through
Morrow County Transportation
Coordinator:

By _____
Katie Imes

Date _____

The Loop Contact:

Katie Imes
Morrow County
Transportation Coordinator
P.O. Box 495
Heppner, Or. 97836
Office: 541-676-5667
Cell: 541-256-6106
kimes@co.morrow.or.us

BOARDMAN SENIOR CITIZEN, INC., by
and through Boardman Senior Citizen
Board Chair:

By Sandy Toms
Sandy Toms

Date 5-26-2021

Senior Center Contact:

Sandy Toms
Boardman Senior Citizen Board
Chair
100 Tatone St.
Boardman, Or. 97818
Office: 541-481-3257
sktoms17@gmail.com

led

**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-2021-10**

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, while a vaccine has been found to prevent COVID-19 and the immunization of the State and County is an ongoing process, the State of Oregon and Morrow County continue to see COVID-19 cases; 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 to November 28, 2021.

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 2nd day of June 2021.

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

7a



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: June 1, 2021
RE: Administrator Monthly Report for May 2021

Below are the highlights for the month of May.

1. North County Government Building update:

The contractors are installing the roof and interior walls are being framed out. We are tracking our Add Alternate list for opportunities of additional items we may want to have constructed. Currently the project is on schedule and on budget.

2. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. On May 3rd we discussed vaccine opportunities which included a Heppner event on May 5th, Tillamook on May 13th and Lamb Weston on May 14th. We discussed posting information about where citizens could be vaccinated.

3. The Leadership TEAM started the discussion about what is next for the Leadership TEAM and how to solicit feedback from the TEAM.

4. Morrow County, Tillamook County Creamery Association and Lead for America are working towards having a 'Fellow' to be a resource to assist with bringing broadband to Morrow County citizens.

5. At our Director's meeting, Undersheriff Bowles and Lt. Brian Snyder conducted an Active Shooter/Active Threat training. They asked the Directors to have a plan in place for a possible threat.

6. Other projects or activities;

- a) Courthouse Space Analysis
- b) Sheriff Station 2
- c) ORMS

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green".

Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	Jan	Feb	Mar	April	May	June
Alarms	4	9	5	6	13	
Animal Complaint	23	13	15	28	35	
Agency Assist	34	13	12	14	18	
Assaults	2	1	4	5	1	
Burglary	5	5	1	1	2	
CHL	32	10	56	46	40	
Citizen Assist	23	17	15	17	21	
Civil Service	38	71	58	51	34	
County Code Calls	17	19	19	13	8	
Heppner area	0	2	2	1	0	
Irrigon area	9	9	10	2	7	
Bdmn area	8	8	7	10	1	
lone/Lex area	0	0	0	0	0	
Death Investigation	0	3	0	0	1	
Disturbance	6	12	17	14	20	
Dog	51	53	52	41	43	
Driving Complaints	64	57	81	69	75	
Drunk/Impaired Driver	1	4	3	3	1	
EMS	8	16	12	12	11	
Hit & Run	5	1	1	1	1	
Juvenile Complaints	23	22	9	16	15	
Motor Vehicle Crashes	7	9	4	3	7	
RV Code	0	0	0	0	0	
Suicidal	1	3	2	6	3	
Suspicious Activity	36	22	40	26	21	
Theft	6	6	21	7	9	
Trespass	5	4	8	11	11	
Traffic Stops - Cite	36	44	32	34	61	
Total Traffic Stops	146	176	109	102	174	
UUMV-Stolen vehicle	4	1	3	5	2	
Welfare Check	12	6	17	20	12	
Totals	589	597	596	551	640	
Other Misc. Incidents	586	568	606	657	727	
Total # of Incidents	1175	1165	1202	1208	1367	
Felony Arrests	16	13	14	15	16	
Total # of Arrests	43	27	36	31	32	

From: Justin Nelson
Sent: Thursday, May 27, 2021 9:09 AM
To: Roberta Lutcher; Darrell Green; Don Russell; Melissa Lindsay; Jim Doherty
Subject: FW: PJO on Exceptions to Face Coverings
Attachments: 21-008 Face Covering Exceptions finalx.pdf; 21eMLW015jm_Att_FAQ re CJO 21-016 Exceptions to Protective Face Covering Requirements.pdf; CJO_2021-016.pdf

This is information from the Circuit Court, can also be included in correspondence so it goes out in the public packet.
-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Roy N. Blaine [mailto:Roy.N.Blaine@ojd.state.or.us]
Sent: Wednesday, May 26, 2021 5:28 PM
To: UMA Staff <UMA.Staff@ojd.state.or.us>
Cc: Doug Olsen <doug.olsen@umatillacounty.net>; Justin Nelson <jnelson@co.morrow.or.us>; justin.morton@gmail.com; Phillip Lemman <Phillip.Lemman@ojd.state.or.us>
Subject: PJO on Exceptions to Face Coverings

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

Ladies and Gentlemen,

Attached is Judge Hill's PJO on Exceptions to face masks in the workplace. As always, please ask questions. We will be working to post appropriate signage and informing Court Security, the Bar and County governments of the Chief Justice Order and PJO.

In brief, for an exception, Judge Hill or I will not ask you, you have to ask and you have to prove up your status as fully vaccinated – two weeks past the last required inoculation.

For staff please make a request of me by email or in person. You may pass the request through your supervisor, but ultimately I have to approve your request. Approval extends to work areas, secure hallways (Hermiston) and the break rooms.

For judges, Judge Hill will approve your request. If you bring your request to me, I will make a recommendation to Judge Hill.

There is also an opportunity for individuals who are regularly in court to request a standing exception from the Presiding Judge, by written or oral request to the TCA or PJ. That approval would apply only in courtrooms and a judge may override it in a hearing.

Also note that a judge must direct everyone in the courtroom to put on a mask if a participant requests it pursuant to the CJO.

Please keep in mind, you must still wear your face covering when entering or leaving the courthouses and in public areas of the courthouses such as hallways and restrooms. Also, judges have control of their courtrooms; they may require you to wear your face covering in the courtroom, and the counties may impose slightly different measures within their controlled areas.

I have attached CJO 21-016 and the FAQ from the Chief Justice's email of yesterday for reference. Please note in the FAQ that there is no "honor system" allowed under OHA guidelines and the CJO. "Any exception is subject to OHA guidance, which requires the employer or entity to have a status-checking policy, to request proof, and to review proof." This means in a courtroom the judge must review vaccine proof and approve any request of a party or other participant who requests a mask exception in the courtroom. He or she may delegate the physical review of documents to a staff member who is present in the courtroom, but the judge must make the actual decision based on the outcome of the review.

I have included County Counsel from both Umatilla and Morrow Counties on this email so they may distribute it to their Boards, and I have included Mr. Morton as 6th District Bar President for circulation to the Bar membership.

/s/ Roy

Ray N. Blaine

Trial Court Administrator

Morrow County Circuit Court

Umatilla County Circuit Court

6th Judicial District

(541) 278-0341 x3224 – Pendleton

(541) 667-3020 x3029 – Hermiston

(541) 429-3086 – cell

(503) 576-9856 – bcp cell

<http://www.courts.oregon.gov/courts/umatilla>

Justice with Dignity and Respect



IN THE SIXTH JUDICIAL DISTRICT OF THE STATE OF OREGON

In the Matter of Court Operations in
Umatilla and Morrow County
COVID-19 Conditions, Exceptions to
Face Covering Requirement

PRESIDING JUDGE ORDER

No. 21-008

THIS PRESIDING JUDGE ORDER ADDRESSES THE WEARING OF FACE COVERINGS IN COURT FACILITIES PURSUANT TO CJO 21-016. ALL TERMS OF CJO 20-045 AND PRIOR PANDEMIC RELATED PJOS, OTHER THAN FACE COVERINGS, REMAIN IN PLACE

WHEREAS CHIEF JUSTICE ORDER (CJO) 21-016 establishes exceptions to face covering requirements in court operations in response to OHA and OSHA guidance changes during the ongoing COVID-19 pandemic; and

WHEREAS PRESIDING JUDGE ORDER (PJO) 20-005 and subsequent amendments thereto establish 6th District operations during the pandemic under the CJO; and

IT IS ORDERED THAT:

1. Persons entering Umatilla and Morrow Circuit Court facilities are required to wear face coverings pursuant to existing PJOs unless they choose to voluntarily provide proof of vaccination as set forth in Sections 2 or 3 below.

Other areas of county buildings are controlled by direction of the respective Board of Commissioners. The current face covering mandate applies in common areas of Umatilla County buildings – members of the public must wear face coverings. For Morrow County also, members of the public are required to wear face coverings in the courthouse.

2. EXCEPTION FOR IN-PERSON PROCEEDINGS ONLY. A judge presiding over an in-person proceeding and a mediator described in subparagraph 4.c. of the CJO may:

PRESIDING JUDGE ORDER 21-008

Page 1 of 4

Requests for Exception to Face Coverings in Court Facilities

(a) Upon the request of a participant in a hearing or mediation, permit the fully vaccinated participant to remove their protective face covering during the proceeding, provided that the participant voluntarily provides documentary proof of vaccination and the judge or mediator personally reviews the proof of fully vaccinated status of any such participant. If so,

(1) The judge may delegate the request-and-review responsibility, but the judge retains the authority to approve any exception.

(2) The authorized participant may remove a protective face covering only while in the courtroom.

(3) Pursuant to CJO 2021-016(4)(a)(2) the judge may at their own discretion, and must at the request of any participant in the hearing, require all participants, including the judge and staff, and all staff who enter the location where the proceeding is being conducted, wear protective face coverings during the proceeding.

(b) Jurors, and staff working directly with jurors, will wear a face covering unless and until they are selected, at which time the juror may request the trial judge to review their vaccination proof and the judge determines they may remove their mask.

(1) This determination applies in the courtroom and jury deliberation room.

(2) Staff assigned to bailiff duties may remove their face covering after the jury is seated only if they have a standing exception and the trial judge grants permission under paragraph 2(a) above.

3. **STANDING EXCEPTIONS.** Court participants, staff and judges who demonstrate satisfactorily to the court, as described below, that they are fully vaccinated may choose to remove their face coverings in a courtroom, court offices or chambers.

Public areas of the Court including public hallways, restrooms, etc., are not included in the allowance.

Such persons must retain a copy of evidence of vaccination on their person by vaccination card, copy of the vaccination card or electronic copy thereof for presentation if questioned.

Previously having COVID-19 does not suffice to replace the requirement for vaccination.

Requests for Exception to Face Coverings in Court Facilities

4. A person seeking a standing exception pursuant to paragraph 3 above while in the non-public areas of a court facility or court-related workplace not specifically excluded in paragraph 3 must request review of their voluntarily submitted proof of vaccination by the Presiding Judge. For court employees, the request must be submitted to the Trial Court Administrator. For others, requests may be in writing or in person and must include voluntary proof of vaccination submitted through the TCA to the PJ. Verification will include reviewing the requestor's documentation including date(s) and waiting period and type of authorized COVID-19 vaccine. In person verification of documentation may be required. The court will not retain a copy of the verified document but will retain a list of names of those verified as vaccinated and related necessary information.

(a) In Hermiston, for other than court employees, the Presiding Judge will personally review vaccination documentation. Requests will be processed through the Court Supervisor or Judicial Assistant.

(b) In Pendleton, the TCA will personally review vaccination documentation with recommendation to the Presiding Judge for persons other than court staff. Requests may be processed through the Management Assistant.

(c) In Heppner, the TCA, with recommendation to the Presiding Judge, or the Presiding Judge, will personally review vaccination documentation by prior arrangement. Requests will be made through the Court Supervisor.

(4) Judges will submit their proof to the Presiding Judge.

5. The Presiding Judge's or TCA's permission to remove a face covering may terminate on a change in guidance for COVID-19 vaccination, for example if a vaccine booster becomes required.
6. Removal of a mask in violation of this order, in a conscious effort to circumvent the intent of the order, may result in being barred from the courthouse, and subject the person to contempt proceedings, or to disciplinary action.
7. This order may be amended or rescinded in the future. This includes an immediate amendment requiring masks due to any sudden increase in COVID-19 related cases, variants or the like.

Requests for Exception to Face Coverings in Court Facilities

Dated: May 26, 2021



DANIEL J. HILL
Presiding Judge of the Circuit Court

**PROTECTIVE FACE COVERINGS AND CJO 21-016
FREQUENTLY ASKED QUESTIONS
(Effective May 25, 2021)**

QUESTIONS ABOUT THE PROTECTIVE-FACE-COVERINGS EXCEPTION

What is the face-covering exception for judges and staff?

- A: If the exception applies, fully vaccinated judges and staff are not required to wear a protective face covering when entering or working in a court facility, unless they are (1) working in an adult jail or correctional facility, or in a youth detention or correctional facility; (2) in a public, court-controlled area of a court facility, except that the Presiding Judge may designate such an area as an area where protective face coverings are not required for fully vaccinated judges and staff; and (3) in court proceedings, if the judge presiding requires that protective face coverings be worn by all participants. The exception is based on OHA Guidance that states that fully vaccinated individuals may be excepted from protective face covering requirements if the employer or entity has a policy for checking proof of vaccination status; requests proof; and reviews proof prior to permitting the individual to remove their protective face covering.

The exception is set out in Chief Justice Order (CJO) 21-016, effective May 25, 2021.

How do judges and staff obtain approval for the exception?

- A. The request should be directed to the Administrative Authority, and it need not be in writing.

The Administrative Authority, or a person to whom the responsibility has been delegated, in turn must request proof of fully vaccinated status and review that proof before approving the exception. Requesting and reviewing proof means requesting and reviewing an individual's COVID-19 vaccine documentation and confirming that the individual has received the requisite number of shots for the vaccine given and that at least 14 days have passed since the last required shot. The Administrative Authority is not required to also check the individual's identification.

Vaccine documentation may include, but is not limited to, a COVID-19 vaccination record card, or a copy or digital picture of the vaccination record card.

For more information, see the OJD Temporary Policy During COVID-19 Related Restrictions on Court Operations.

Must an Administrative Authority retain a record of approving the exception?

- A. No. An Administrative Authority is not required to retain a record of approving the exception, but may choose to do so. If the Administrative Authority chooses to retain a record, it should include only the individual's name and the date on which the exception was approved.

Are there limits on the exception?

- A. Yes. For judges and staff who have been granted an exception, protective face coverings must be worn in a public area of a court facility, such as the front entry, waiting areas, hallways, restrooms, and elevators; except that the Presiding Judge may designate a particular public area as an area in which fully vaccinated judges and staff for whom the exception has been approved are not required to wear protective face coverings.

Protective face coverings also must be worn if the judge presiding over the proceeding has required all participants, including the judge and court staff, to wear protective face coverings.

Also, the exception does not apply to judges or staff working in an adult jail or correctional facility, or in a youth detention or correctional facility. The Administrative Authority determines which positions, if any, qualify as working in such locations or facilities.

Finally, the exception applies to only court-controlled areas of a court facility or courthouse. Judges and staff must follow county or Department of Administrative Services (DAS) requirements, to the extent different from those in CJO 21-016, when in areas of a court facility not controlled by the court.

If staff are engaging with the public or if staff workstations are in view of the public, does the exception apply?

- A. Yes, regardless of whether the staff workstations are separated from the public by a clear barrier.

If I am not fully vaccinated, do I need to continue to wear a protective face covering?

- A. Yes. Judges and staff are not required to get vaccinated and may have good reasons for choosing not to do so. Unvaccinated individuals must, however, continue to wear protective face coverings for their protection and the protection of others.

If I am fully vaccinated and I want to continue to wear a protective face covering, can I do so?

- A. Yes. Many people will feel more comfortable wearing protective face coverings even if they are fully vaccinated, and some will have medical reasons for doing so.

If I am fully vaccinated and work in an office, can I now open my office door if I am not wearing a protective face covering?

- A. Yes, so long as your Administrative Authority has approved your request for the protective face covering exception, based on proof of your fully vaccinated status.

Can I visit any OSCA division and not wear a protective face covering, if my Administrative Authority has approved my request for the exception?

- A. Judges or staff whose Administrative Authority has approved application of the exception may visit any OSCA division without wearing a protective face covering. Staff at the facility being visited may ask a visiting judge or staff to show proof of fully vaccinated status.

If I have been approved for the exception, can I be asked to show proof of fully vaccinated status again later?

- A. Yes. It is advisable to carry proof of fully vaccinated status with you.

Does the exception apply to individuals in the courthouse other than judges and staff?

- A. Yes. It may apply to participants in court proceedings, in the courtroom, if permitted by the judge presiding over the proceeding, but only during the proceeding. It also may apply to participants in court facilitation services and mediations, limited to the locations in which those services or proceedings occur. It does not apply to any other individuals who are not judges or staff.

How does the exception work in in-person court proceedings?

- A. A judge may permit participants in the proceeding to remove their protective face coverings during the proceeding, provided that the judge both requests and reviews proof of fully vaccinated status of any individual seeking the exception. If an exception is granted, it applies only while the participant is in the courtroom. It does not apply to anyone observing the proceedings or to other staff who may go in and out of the courtroom.

A judge also may require that all participants in a proceeding, including the judge and staff, wear protective face coverings during the proceeding. If a participant

in the proceeding requests that protective face coverings be worn, the judge must require that they be worn. If protective face coverings are required to be worn, CJO 20-045 applies.

Is there any other way for participants to get approval to remove their protective face coverings?

- A. A Presiding Judge may permit fully vaccinated court participants to remove protective face coverings during court proceedings without the need for the judge presiding over the proceeding to grant individual requests. A Presiding Judge's permission does not apply, however, if the judge presiding over a particular court proceeding has required the participants to wear protective face coverings.

Does the exception apply to lawyers and members of the public who come into the courthouse, but who are not in a proceeding?

- A. No. Anyone who is not a judge or staff must wear a protective face covering when in a court facility, regardless of fully vaccinated status, unless a judge permits the individual to remove the protective face covering during a court proceeding while in the courtroom, following request and review of fully vaccinated status (or a facilitator or mediator similarly permits), or otherwise to ensure understanding of particular communications.

Can a court or a judge employ an "honor system" for the exception, for either judges and staff, or court proceeding participants?

- A: No. Any exception is subject to OHA guidance, which requires the employer or entity to have a status-checking policy, to request proof, and to review proof.

Does the exception conflict with OSHA rules that govern places of employment?

- A. No. Oregon OSHA has clarified that Oregon employers may follow the OHA guidelines for exemptions – as to both employees and visitors – and still be in compliance with the current OSHA workplace rules that include protective face covering requirements (OAR 437-001-0744).

Does an exemption from the protective face covering requirement for fully vaccinated individuals unlawfully discriminate against unvaccinated individuals?

- A. No. Unvaccinated individuals can be infected by COVID-19 or infect others. OHA and OSHA guidance require unvaccinated individuals to wear protective face coverings, to protect vulnerable individuals from COVID-19 transmission. Individuals are vulnerable if they are unvaccinated, unable to be vaccinated, or immunocompromised. Having to wear appropriate safety attire to protect vulnerable individuals does not constitute discrimination.

How is OJD addressing potential public confusion, if members of the public see some staff working without protective face coverings, but the members of the public are required to wear protective face coverings?

- A. OJD will post signage announcing that protective face coverings are required in court facilities except by fully vaccinated judges and staff who have been granted an exception per OHA guidance. The OJD Marshal's Office has made appropriate signage available, on its [COVID-19 Awareness](#) page.

Should staff who have been granted an exemption and who work with the public wear a button, sticker, or lanyard clarifying that they are fully vaccinated, so the public understands why they are not wearing a protective face covering?

- A. No. It is not necessary or recommended for staff to affirmatively and individually identify themselves as having been fully vaccinated. Signage will be available generally explaining that fully vaccinated staff are permitted to remove their protective face coverings.

How will the potential need for booster shots affect the exception?

- A. OJD is awaiting further guidance as to booster shots.

Does this new order affect OJD's social distancing or meeting size limits?

- A. No, at this time, fully vaccinated individuals in a court facility are required to maintain six (6) feet of social distancing, unless an exception applies under paragraph 10 of CJO 21-009. The meeting size limits set out in paragraph 9 of CJO 21-009 also continue to apply.

(Cont. on Next Page)

QUESTIONS REGARDING VACCINATION STATUS

Can I ask whether someone is fully vaccinated?

- A: Yes, but the individual is not required to respond. This applies regardless of whether the individual is a judge, staff, a proceeding participant, a juror, or another member of the public.

Can I require proof that someone is fully vaccinated?

- A: No, unless the individual seeks an exception to either the protective face covering requirement or to the quarantine requirement following an exposure. To grant either exception, the Administrative Authority must request and review such proof.

Doesn't it violate the Health Insurance Portability and Accountability Act (HIPAA) to ask if someone is fully vaccinated?

- A: No. HIPAA precludes health care providers and related entities from *disclosing* certain health care information. When an Administrative Authority asks whether an individual is fully vaccinated, the Administrative Authority is not disclosing information; the Administrative Authority is asking whether an individual has the status of being fully vaccinated so that the Administrative Authority can act accordingly. The individual does not have to answer the question and is not required to disclose health care information.

Can a nonvaccinated judge or staff be assigned to work on-site?

- A. Yes. When working on site, a nonvaccinated judge or staff is required to follow all protective face covering requirements set out in CJO 20-045, unless an exception described in CJO 20-045 applies.

Can fully vaccinated individuals, whether judges, staff, or court participants, be required to remove their protective face coverings?

- A. No. Fully vaccinated individuals may still choose to wear protective face coverings. In court proceedings, they may be required to remove those coverings temporarily to ensure understanding of particular communications.

Can juror selection be limited to only individuals who are fully vaccinated?

- A: No. The law does not permit courts to use vaccination status as a basis for deciding whether a juror may serve. Before jurors are selected, the court should not ask about their vaccination status. After a juror is selected, the juror can be asked about vaccination status, but is not required to answer.

OTHER QUESTIONS

Must a fully vaccinated judge or staff quarantine following a COVID-19 exposure?

- A. No. See HRSD's Considerations for Reports of COVID-19 Symptoms or Exposure.

Must a fully vaccinated judge or staff be notified of a COVID-19 exposure in the courthouse, pursuant to the local court's COVID-19 notice protocol?

- A. Yes. OSHA rules require the notification process, with no distinction as to fully vaccinated status.

What do I do if a judge or staff who is not fully vaccinated requests an exemption under paragraph 5 of CJO 20-045, due to disability, respiratory or other health-related issues, or other legal required cause?

- A. Contact your HR manager if you have questions about applying the Americans with Disabilities Act (ADA) or the Office of General Counsel if the requested exemption is based on a non-ADA legally required cause. If an exemption is granted, the Presiding Judge or that judge's designee may require other protective measures, such as using a face shield or protective physical barrier, additional social distancing, or remote work assignment.

In the Matter of Protective Face)	CHIEF JUSTICE ORDER
Coverings in the Oregon State)	No. 21-016
Courts)	
)	ORDER PROVIDING EXCEPTION TO THE
)	REQUIRED USE OF PROTECTIVE FACE
)	COVERINGS IN THE OREGON STATE
)	COURTS

I HEREBY FIND THAT:

1. ORS 1.002 provides that:
 - a. The Chief Justice of the Oregon Supreme Court is the administrative head of the judicial department of government in this state; shall exercise administrative authority and supervision over the courts of this state consistent with applicable provisions of law and the Oregon Rules of Civil Procedure (ORCP); and, to facilitate exercise of that administrative authority and supervision, may make rules and issue orders as appropriate or take any other action appropriate to perform the functions of the office of Chief Justice; and
 - b. The Chief Justice may delegate the exercise of any powers specified in ORS 1.002 to the Presiding Judge of a court.
2. ORS 1.171(4) provides that a Presiding Judge may delegate the exercise of any of the administrative powers of the Presiding Judge to another judge of the court or to the trial court administrator.
3. On March 8, 2020, Governor Kate Brown signed Executive Order 20-03, which declared a state of emergency because of the threat that the COVID-19 coronavirus posed to public health and safety (hereafter, "COVID-19 state of emergency"). On April 29, 2021, Governor Brown signed Executive Order 21-10, which extended Executive Order 20-03 and the declaration of the COVID-19 state of emergency.
4. On October 28, 2020, I issued Chief Justice Order (CJO) 20-045, which requires the use of protective face coverings in the Oregon state courts with only limited exceptions.
5. On March 11, 2021, I issued CJO 21-009, which imposed updated restrictions on court operations, including a requirement that, for all proceedings and other court services taking place in a court facility, all judges and staff shall require and maintain social distancing.
6. On May 18, 2021, the Oregon Health Authority (OHA) issued new guidance, including "Statewide Reopening Guidance – Masks, Face Coverings, Face Shields," and "Interim Guidance for Fully Vaccinated Individuals." The new guidance describes exceptions that may be granted to fully vaccinated individuals in Oregon in their places of employment, businesses, or other settings subject to current statewide guidance regarding mask, face covering, and face shield requirements.

This Order is based on the foregoing and on currently available information concerning the risks and spread of the COVID-19 virus, and the effectiveness of vaccines, and may be revised as further information becomes available or as directives from the Governor or guidance from OHA change.

I hereby ORDER as follows:

1. Definitions. As used in this order:
 - a. "Administrative authority" means a Presiding Judge, a Trial Court Administrator, the State Court Administrator, a Division Director, or, in the Appellate Courts, any other judge or staff so designated in writing by the Chief Justice or Chief Judge.
 - b. "Court facility" means the courthouse or any alternative physical location being used by the court or the Office of the State Court Administrator, but not any part of a building or location that is not under the court's control.
 - c. "Fully vaccinated" means that at least 14 days have passed since a person received the full number of injections required by the specific COVID-19 vaccine maker.
 - d. "In person" means that a court proceeding is being conducted in the court facility, including at least one in-person participant who is neither the judge nor court staff.
 - e. "Participants" means individuals who are participating in a court proceeding, other than the judge and staff, including lawyers, parties, witnesses, jurors, interpreters, and courtroom security personnel.
 - f. "Protective face covering" means a covering of the nose and mouth to protect against spreading the COVID-19 virus, as recommended by the Centers for Disease Control and Prevention (CDC) and OHA.
 - g. "Staff" means Oregon Judicial Department staff.
2. Application of prior Chief Justice Orders
 - a. Except as provided in paragraphs 3 and 4, when entering or working in a court facility, all individuals, including judges and staff, must comply with all protective face covering requirements set out in CJO 20-045, unless an exception or an exemption described in that order applies.
 - b. Even if an exception set out in paragraph 3 or 4 to protective face covering requirements applies, fully vaccinated judges and staff must comply with all social distancing requirements set out in subparagraphs 5.a. and 9.a.(3) of CJO 21-009.

3. Exceptions for fully vaccinated judges and staff
 - a. Fully vaccinated judges and staff who have received approval from the Administrative Authority are not required to wear protective face coverings, unless they are:
 - (1) Working in an adult jail or correctional facility, as determined by the Administrative Authority;
 - (2) Working in a youth detention or correctional facility, as determined by the Administrative Authority;
 - (3) In a public area of the court facility, such as the front entry, waiting areas, hallways, restrooms, and elevators; unless the Presiding Judge has designated the particular area as an area in which protective face coverings are not required; or
 - (4) Participating in a courtroom proceeding at which participants are required to wear protective face coverings under paragraph 4.
 - b. To be eligible for the exception set out in subparagraph 3.a., an individual must obtain approval from the Administrative Authority. Before granting approval, the Administrative Authority shall both request and review proof of fully vaccinated status. An Administrative Authority may delegate the request-and-review responsibility, but retains the authority to approve any exception.
4. Court proceedings, facilitations, and mediations conducted in-person
 - a. A judge presiding over an in-person proceeding may:
 - (1) Permit one or more fully vaccinated participants to remove their protective face coverings during the proceeding, provided that the judge both requests and reviews proof of fully vaccinated status of any such participant. If so, the authorized participant may remove a protective face covering only while in the courtroom.
 - (2) Require that all participants, including the judge and staff, and all staff who enter the location where the proceeding is being conducted, wear protective face coverings during the proceeding. The judge must impose such a requirement upon the request of a participant or may impose such a requirement on the judge's own initiative.
 - b. A Presiding Judge may:
 - (1) Permit fully vaccinated court participants to remove protective face coverings during court proceedings without the need for the judge presiding over the proceeding to grant individual requests. The Presiding Judge may grant such permission only after requesting and reviewing proof of fully vaccinated status. A Presiding Judge's permission under subparagraph 4.b.(1) does not apply, however, if the judge presiding over

a particular court proceeding has required court participants to wear a protective face covering under subparagraph 4.a.(2).

- (2) Delegate the request-and-review responsibility described in subparagraph 4.b.(1) to the Trial Court Administrator, but retains the authority to approve an exception under that subparagraph.
 - c. Subparagraph 4.a. applies to facilitation services and mediations conducted in a court facility. The facilitator or mediator has the same authority and responsibility as the judge presiding over a proceeding, as described in that subparagraph.
- 5. CJO 20-045 remains in effect, as supplemented by this order.
 - 6. This order is effective on May 25, 2021, and will remain in effect until amended, superseded, or vacated by further Chief Justice Order.

Dated this 25th day of May, 2021.



Martha L. Walters
Chief Justice