

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, February 9, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Minutes: December 8th & 15th
 - c. Oregon Youth Authority Intergovernmental Agreement #14832 for the Expunction of Juvenile Records
 - d. Appointment Request to the Solid Waste Advisory Committee
 - e. Three Oregon Department of Transportation Grant Applications: 1.) 5339 Discretionary Funds, Project Management for Phases II & III, Boardman Bus Storage/Transit Facility; 2.) 5339 Discretionary Funds, Vehicle Replacement; 3.) 5310 Discretionary Funds, Preventive Maintenance
 - f. Petition and Order No. OR-2022-3: In the Matter of Cancellation of Personal Property Taxes
5. **Legislative Updates**
6. **Public Hearing:** Order No. OR-2022-2: In the Matter of Rate Increase for Solid Waste Collection by Miller and Sons Disposal LLC (Sandi Pointer, Public Works Management Assistant)
7. **Business Items**
 - a. Out-of-State Travel Request (Justin Nelson, District Attorney)
 - b. Association of Oregon Counties Dues Invoice (Darrell Green, Administrator)
 - c. **Joint Letter with Umatilla County requesting funding extension from Oregon Department of Agriculture for the Lower Umatilla Basin Groundwater Management Area's nitrate research with Oregon State University (Tamra Mabbott, Planning Director)**
8. **Department Reports**
 - a. ~~Treasurer's Monthly Report (Jaylene Papineau)~~
 - b. ~~Finance Department Quarterly Report (Kate Knop)~~
 - c. Planning Department Monthly Report (Tamra Mabbott)
9. **Correspondence**
10. **Commissioner Reports**
11. **Sign documents**
12. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and

the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this

publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

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

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

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

**Morrow County Board of Commissioners Meeting Minutes
December 8, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Darrell J. Green, Roberta Lucher

Present Via Zoom

Staff: SaBrina Bailey Cave, Bobbi Childers, Mike Gorman, Lindsay Grogan, Katie Imes, Kate Knop, Tamra Mabbott, Aaron Moss, Justin Nelson, Matt Scrivner, Heidi Turrell; Non-Staff: Mike Aldritt, JoAnna Lamb, David Sykes

(Commissioner Lindsay joined the meeting via Zoom from approximately 9:13-9:33 a.m. and again for the Executive Session at the end of the meeting.)

Call to Order, Pledge of Allegiance & Roll Call: 9:01 a.m.

City & Citizen Comments: None

Open Agenda: Chair Russell said the BOC would not hold a meeting on December 29th as it was the fifth Wednesday of the month and meetings are not typically held on a fifth Wednesday.

Consent Calendar

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

1. *Accounts Payable & Payroll Payables*
2. *Contract Extension with 4R Equipment L.L.C. for Rock Crushing; extending to November 15, 2023*
3. *Columbia Development Authority Invoice for the second quarter, July 1-September 30, 2021; \$3,095.40.*
4. *Amendment 6 to the 2021 Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize the Administrator to sign on behalf of the County.*
5. *2022 OHA IGA #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize the Chair to sign on behalf of the County.*

Chair Russell seconded. Unanimous approval.

Business Items

Planning Commission Appointment Requests

Tamra Mabbott, Planning Department Director

Ms. Mabbott presented the requests for appointment, followed by a brief discussion.

Commissioner Doherty moved to:

1. *Reappoint Karl Smith to Planning Commission Position 9, Boardman, term to be December 8, 2021-December 8, 2025*
2. *Reappoint Rod Taylor to Planning Commission Position 4, Ione, term to be December 8, 2021-December 8, 2025*
3. *Appoint Stan Chaffin to Planning Commission Position 1, Boardman, term to be December 8, 2021-December 8, 2025*

Chair Russell seconded. Discussion: Chair Russell suggested Ms. Mabbott look into the possibility of mileage reimbursements for Planning Commissioner members, which was done in the past. Unanimous approval.

Working Out-of-Classification Request

Lindsay Grogan, Human Resources (HR) Director

Ms. Grogan requested to designate Ronda Fox, Payroll and Benefits Administrator, to work out-of-class to assist in performing HR duties while she is on leave from approximately January 3, 2022 to June 10, 2022. She said Administrator Darrell Green would be taking on the larger projects in her absence. Discussion.

Commissioner Doherty moved to designate Ronda Fox to work out-of-class due to the absence of the HR Director and to be compensated at Step 1 of the Department Head's Wage Scale for the duration of the absence. Chair Russell seconded. (Commissioner Lindsay joined the meeting by Zoom and Chair Russell brought her updated her on the agenda item being discussed.) Unanimous approval.

Courthouse Feasibility Study – Final Report by DLR Group

Darrell Green, Administrator

Commissioner Lindsay will attend tomorrow's meeting of the Association of Oregon Counties/Oregon Judicial Department Task Force where courthouse funding requests will be heard. She said she needed some direction from the Board and the Administrator as to the four options presented in DLR's report. After discussion, Options 3 and 4 were supported; they were:

- Option 3 – Substantial renovation and addition to the existing Courthouse to fully accommodate court and County space needs on the existing Courthouse site.
- Option 4 – Substantial renovation of the existing Courthouse to organize its operations primarily around County functions and build a new Circuit Court facility on a different site.

Command Team Update

- At this point, the Omicron Variant hasn't been seen in the County but the only way to determine it is through the PCR test. It apparently is not as severe as the Delta Variant but is more transmissible.
- Still awaiting the decision by the U.S. Court of Appeals for the Sixth Circuit regarding the future of the vaccine mandate.

(Commissioner Lindsay left the meeting.)

Building Project Updates

Morrow County Government Center:

- Working to temporarily connect the telephones and internet lines until Lumen/CenturyTel can permanently install the lines; currently estimated to take place mid-January.
- Abatement will begin in the old building after the move to the new building has been completed. The part of the building that houses the Planning Department, Justice Court and Parole & Probation will be torn down but the part that houses the Sheriff's Office

will remain standing. After the Sheriff's Office employees move to the new building, P&P will occupy that section.

- Delivery delays of some furniture and parts for the heated sidewalks.
- Installation of the solar panels has started.
- The water damage that occurred on Thanksgiving Day is being completed.

Department Reports

- The Planning Department Monthly Report was provided by Tamra Mabbott, Director.
- The written Treasurer's Monthly Report was reviewed.

Correspondence

- City of Boardman Public Notice: Type II Administrative Land Use Decision, December 22nd
- Flyer on how to access Oregon by the Number online: TFFF.org/obtn

Commissioner Reports

Brief reports of activity were provided.

Chair Russell announce the Executive Session and said no decision was anticipated; he adjourned the regular meeting at 10:04 a.m..

10:06 a.m. Executive Session: Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

Signing of documents took place following the 10:30 a.m. Work Session

**Morrow County Board of Commissioners Meeting Minutes
December 15, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Kate Knop, Roberta Lutchter; Non-Staff: Dick Paris

Present Via Zoom

Staff: Anthony Clement, Mike Gorman, Lindsay Grogan, Deanne Irving, Tamra Mabbott, Aaron Moss, Linda Skendzel, Heidi Turrell; Non-Staff: Roy Blaine, Irma Solis, Karie Walchli, Angeline Williams

Call to Order, Pledge of Allegiance & Roll Call: 9:01 a.m.

City & Citizen Comments: North Pole resident, Santa Claus, stated he wanted to pass on some good cheer and wish everyone a Merry Christmas and Happy New Year! The Commissioners and staff reciprocated the greeting and thanked Mr. Claus for making the journey to Heppner.

Recognition of the passing of Rusty Estes: Chair Russell asked for a moment of silent reflection to honor long-time emergency responder Rusty Estes, who passed away last week.

Open Agenda: No items

Consent Calendar

Commissioner Doherty requested to move the Tourism Development contract to Business Items.

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

- 1. Accounts Payable & Payroll Payables*
- 2. Contract with Made to Thrive for Wrap-Around and Mentoring Services, Juvenile Crime Prevention; July 1, 2021 through June 30, 2023; up to \$23,500 each year; and authorize Chair Russell to sign on behalf of the County*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Independent Tourism Development Contractor Agreement

Commissioner Doherty said he wanted to better understand the source of this funding, and what department would oversee the activities and interactions with the contractor. Discussion.

Commissioner Lindsay moved to approve the Independent Tourism Development Contractor Agreement with Karie Walchli with the funds to come from the Community Development Director's Department, and Commissioner Doherty with staff, Tamra Mabbott, Planning Director, will take the lead; \$2,500 per month, plus up to \$400 monthly reimbursement (not-to-exceed \$4,800 yearly), and reimbursement of up to \$1,000 for industry conferences; effective December 15, 2021 through December 31, 2022; and authorize Chair Russell to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Association of Oregon Counties & Oregon Judicial Department Court Facilities Joint Taskforce Request

Darrell Green, Administrator

Mr. Green reported that Commissioner Lindsay submitted DLR Group's Courthouse Feasibility Study to the AOC/OJD Taskforce on December 9th where it was well received. The taskforce will meet January 24th and Mr. Green asked if the Board wanted to create a committee that will make a recommendation to the Board of Commissioners (BOC) on what to formally present to the taskforce. By consensus, the Board agreed to form a committee consisting of Commissioner Lindsay, Mr. Green, Anthony Clement (General Maintenance Supervisor), and a representative from Morrow County Circuit Court. This initial group will determine who the committee's three other members will be. A recommendation to the BOC is expected before January 24th.

Command Team Update

- There are only a few intensive care unit (ICU) beds in the region being used by COVID patients.
- The Governor of Colorado declared the COVID emergency was over and will no longer impede businesses.
- No new information on the status of the appeal of President Biden's vaccine mandate.

Building Project Updates

- Move-in date for the Morrow County Government Center is December 21st and the occupancy certificate was anticipated shortly.
- Audio/visual equipment for the conference rooms has been delayed and vendors are unable to provide a timeline as to when the equipment might become available.
- An informal first-time flag raising ceremony will take place with building staff in the near future.

Correspondence

- City of Boardman, Community Development Land Use Notice of Decision on ZP 2021-031 and LU 2021-005.

Commissioner Reports

Nothing reported this week.

Chair Russell said the Board would take a break and then meet in Executive Session. Since no decision was anticipated, the Board would reconvene only to sign documents. Chair Russell read the Executive Session citation.

Break: 9:39-9:44 a.m.

9:45 a.m. Executive Session: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

10:15 a.m. Closed Executive Session

Signing of documents

Adjourned: 10:25 a.m.



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

(For BOC Use)
Item #
4c

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

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

Date submitted to reviewers: 1/26/22
Requested Agenda Date: 2/9/2022

Expunction of Juvenile Records Intergovernmental Agreement #14832

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Youth Authority
Contractor/Entity Address: 530 Center Street NE, Suite 500, Salem, OR 97301
Effective Dates – From: 1/2/2022 Through: 1/1/2024
Total Contract Amount: \$13,193.60 Budget Line: 101-112-3-30-3413
Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

Christy Kenny 1/26/22 Department Director
DATE
[Signature] 2/7/22 Administrator
DATE
County Counsel
DATE
Kate Knop via email 2/7/22 Finance Office
DATE
Human Resources
DATE

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The State of Oregon Intergovernmental Agreement # 14832 provides funds through the Oregon Youth Authority (OYA) to Morrow County. These funds provide Morrow County with compensation for costs associated with the expunction of juvenile records. SB 575 had a financial impact for county juvenile departments to complete new work required by this legislation. This agreement will reimburse Morrow County a flat rate of \$206.15 per Qualified Expunction, with the total not to exceed \$13,193.60.

2. FISCAL IMPACT:

GL# 101-112-3-30-3413

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

Motion to approve and sign Intergovernmental Agreement #14832

☒ Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT
EXPUNCTION OF JUVENILE RECORDS
Agreement No. 14832**



This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** ("Agency") and **Morrow County**, ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is issued pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to enter into this agreement in order to allow Agency to provide County with compensation for costs associated with the expunction of juvenile records.

SECTION 2: BACKGROUND AND PURPOSE

The mission of the Oregon Youth Authority ("OYA") is to protect the public and reduce crime by holding youth accountable and providing opportunities for reformation in safe environments. Youth are committed to state custody as a result of criminal acts in one of Oregon's 36 counties. Youth may remain in OYA custody until a maximum age of 25 years. OYA provides a continuum of services and sanctions including: parole and probation services, residential and foster care services, individualized treatment and support, juvenile crime prevention programs, and secure close-custody facilities for youth who represent an unacceptable risk to the public. OYA currently serves approximately 600 youth in state owned and operated close-custody facilities and an additional 900 youth on parole or probation.

SECTION 3: EFFECTIVE DATE AND DURATION

Upon execution by all Parties and receipt of all required approvals, this Agreement is effective on **January 2, 2022** ("Effective Date"), and terminates on **January 1, 2024**, unless terminated earlier in accordance with Section 18.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1. Agency's Authorized Representative is:

Laura Ward, Community Services Program Analyst
530 Center Street NE, Suite 500, Salem, OR 97301
Phone: 971-301-1138
Email: Laura.Ward@oya.oregon.gov

4.2. Local Government's Authorized Representative is:

Darrell J. Green, Morrow County
PO Box 412, Heppner, Oregon 97836
Phone: 541-676-2529
Email: dgreen@co.morrow.or.us

4.3. A Party may designate a new Authorized Representative by written notice to the other Party without the need for formal amendment.

SECTION 5: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

This Agreement less all exhibits;

Exhibit A – Statement of Work;

Exhibit B – Insurance; and

Exhibit C– Miscellaneous Provisions.

All exhibits by this reference are hereby made part of this Agreement.

SECTION 6: RESERVED

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1. The Parties will follow the Statement of Work attached as Exhibit A, Statement of Work.

7.2. Agency shall pay Local Government as described in Section 8 titled "Compensation."

SECTION 8: COMPENSATION

8.1. **Not to Exceed Compensation.** The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is **\$13,193.60**. Agency will pay Local Government according to the invoicing terms listed in Exhibit A- Statement of Work. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement.

8.2. **Payments.** Payments, including interim payments, to Local Government will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A, Statement of Work.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

9.1. Local Government is a political subdivision of the State of Oregon duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

- 9.2. The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3. This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 9.4. Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 9.5. Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: OWNERSHIP OF WORK PRODUCT

- 11.1. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 11.1.1. **"Local Government Intellectual Property"** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 11.1.2. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than Local Government or Agency.
 - 11.1.3. **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2. All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 11.3. If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce,

prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

- 11.4. If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 11.5. If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: CONTRIBUTION

- 12.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.
- 12.2. With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3. With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 13: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1. Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2. Any representation, warranty, or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3. Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4. A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any

of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1. In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2. In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 18.3.3, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, 18.2.3, or 18.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

18.1. This Agreement may be terminated at any time by mutual written consent of the Parties.

18.2. Agency may terminate this Agreement as follows:

- 18.2.1. Upon 30 days advance written notice to Local Government;
- 18.2.2. Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.2.3. Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 18.2.4. Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
- 18.2.5. As otherwise expressly provided in this Agreement.

18.3. Local Government may terminate this Agreement as follows:

- 18.3.1. Upon 45 days advance written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.3.2. Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
- 18.3.3. Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 18.3.4. As otherwise expressly provided in this Agreement.

18.4. Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 19: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 20: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 21: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this Agreement.

SECTION 22: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 23: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 11, 12, 16, 17, and 23 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 24: SEVERABILITY

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

SECTION 25: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 26: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 27: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 28: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to Sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SIGNATURE OF LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE

Authorized Signature: _____ Date: February 9, 2022

By (Insert Name and Title): Jim Doherty, Chair, Morrow County Board of Commissioners _____

SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Amber Forster, Designated Procurement Officer/Chief Financial Officer

Signatures continued on the following page

ATTORNEY GENERAL: Approved for Legal Sufficiency

By: Susan Amesbury Approved via email 12302021 Date: _____
Name:

PROCUREMENT UNIT: Reviewed by Contract Specialist

By: _____ Date: _____
Name: Susanna Ramus

AGREEMENT ADMINISTRATOR: Reviewed and Approved

By: _____ Date: _____
Name: Laura Ward

EXHIBIT A
Statement of Work

SB 575 (2021) contains new requirements for expunctions of juvenile records. SB 575 would have a financial impact for Local Government to complete new work required by this legislation. Agency has analyzed the associated costs and determined an estimated cost for additional work brought forward by SB 575 as described below. Through this Agreement, Agency will reimburse Local Government a flat rate per Qualified Expunction, as defined below and according to the compensation details listed in Section 2 of this Exhibit.

Agency considers the following Juvenile Records expunctions to be qualified for reimbursement ("Qualified Expunctions"):

- Expunctions described in Section 2(2)(a) of SB 575, and
- Expunctions described in Section 6, Subsection 2(a)(A) of SB 575.

1. RESPONSIBILITIES OF EACH PARTY

1.1. Local Government Responsibilities:

1.1.1. Complete Qualified Expunctions.

1.1.2. Submit a monthly Billing Report for Qualified Expunctions to Agency according to the requirements listed below. The Billing Report must:

- Be generated using the BIS Report through the Juvenile Justice Information System (JJIS).
- List the total number of Qualified Expunctions that were processed during the previous month.
- Include the anonymized youth Identification number created by JJIS for the Report and shall not include any juvenile identifying information.
- Be submitted according to the requirements listed in Section 3 of this Exhibit.

1.2. Agency Responsibilities:

1.2.1 On the date that the youth becomes eligible for expunction under either Section 2(2)(a), or Section 6, Subsection 2(a)(A), provide Local Government with a Business Intelligence Systems (BIS) report ("Expunction Report") notifying Local Government of youth's eligibility.

1.2.2 Review the submitted Billing Report submitted with the invoice and provide reimbursement to Local Government within 45 days of receipt of the invoice, at the rate listed in Section 2.1 of this Exhibit, for Qualified Expunctions completed and listed on the Billing Report.

1.3. Acceptance Criteria and Process

Agency will reimburse Local Government following Agency's approval of Local Government's invoice submitted to Agency for Qualified Expunctions in accordance with

the terms and conditions of this Agreement. Agency will consider the Services complete when the final Billing Report is received from Local Government under this Agreement.

- 2. COMPENSATION.** The total not to exceed amount available for payment to Local Government is as follows:

| | |
|----------------------------------------------------------------------|--------------------|
| Services (Exhibit A, Section 1.1, Local Government Responsibilities) | \$13,193.60 |
| Total Not to Exceed Amount for this Agreement | \$13,193.60 |

2.1. Method of Payment for Services

Agency will reimburse Local Government at the rate of **\$206.15** per Qualified Expunction.

3. Invoices

- 3.1. Local Government shall send monthly invoices to Agency as soon as possible but no later than quarterly, for Services completed and Goods delivered and accepted by Agency in accordance with Exhibit A, Section 1. Local Government shall include on each invoice:
- 3.1.1. Agreement number
 - 3.1.2. Billing Report
 - 3.1.3. Payment address
- 3.2. Local Government shall send all invoices to Agency's Agreement Administrator at the address specified on page one of this Agreement or to any other address as Agency may indicate in writing to Local Government. Local Government's claims to Agency for overdue payments on invoices are subject to ORS 293.462.
- 3.3. If payments to Local Government by the Agency under this Agreement, or under any other agreement between Local Government and Agency, are made in error or are found by the Agency to be excessive under the terms of this Agreement or the other agreement, the Agency, after giving written notification to the Local Government, may withhold payments due to Local Government under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This Exhibit A, Subsection 3.3, shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
- 3.4. Local Government must submit its final invoice to the Agency no later than 60 days after the termination or expiration date of this Agreement. The Agency will be under no obligation to pay for services not billed within 60 days after the termination or expiration date of this Agreement.
- 3.5. Local Government certifies with each invoice and reporting form submitted to Agency that the materials, services, or expenses included in the invoice have been furnished, rendered, or expended pursuant to the terms of this Agreement, that they are as stated in the Agreement and the Local Government has not previously requested payment for the item(s) from the Agency.

EXHIBIT B
Insurance (Reserved)

EXHIBIT C

Miscellaneous Provisions

1. **Media Disclosure:** Local Government shall not provide information to the media regarding a recipient of Services purchased under this Agreement without first consulting the Agency. Local Government shall make immediate contact with the Agency's Communications Office when media contact occurs. The Agency's Communications Office will assist Local Government with an appropriate follow-up response for the media.
2. **Client Records:** Local Government shall appropriately secure all records and files to prevent access by unauthorized persons. Local Government shall, and shall require its employees and subcontractors to, comply with all appropriate federal and state laws, rules, and regulations regarding confidentiality of client records.
3. **Conflict of Interest:** Local Government shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. Local Government shall submit the notification to the Agency Agreement Administrator and the Agency Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.
4. **Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all the Agency contractors must immediately inform either the local office of the Department of Human Services ("DHS") or a law enforcement agency when they have reasonable cause to believe that any child with whom Local Government comes in contact has suffered abuse, or that any person with whom the Local Government comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling.

Reports must be made immediately upon awareness of the incident. Local Government is encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

5. **Criminal Records Check:** Contractor shall ensure that any person having direct contact with Agency youth in the course of providing services under this Contract has passed a criminal history and child abuse registry check and meets the Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides services under this Contract. Contractor shall ensure that criminal records checks are updated at least every five years.

Any person who has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from serving as a contracted service provider.



Oregon

Kate Brown, Governor

Oregon Youth Authority Procurement Unit

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7330
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

January 7, 2022

Re: Contract# 14832 hereafter referred to as "Contract."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)

Note: If you have any questions or concerns with the above referenced Contract, please feel free to contact Susanna Ramus, Contract Specialist at 971-301-0918.

Please complete the following:

I Jim Doherty, Chair, Board of Commissioners
(Name) (Title)

received a copy of the above referenced Contract, consisting of 16 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Morrow County** by email from OYA Procurement Unit on the date listed above.

On February 9, 2022, I signed the electronically transmitted Contract without change.
(Date)

(Authorized Signature)

February 9, 2022
(Date)



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Sandi Pointer
Department: Public Works - Solid Waste
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 1-26-22
Requested Agenda Date: 2-9-22

Solid Waste Advisory Committee Member appointment

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


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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

DATE Department Director

DATE Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Solid Waste Advisory has a seven-person committee with alternates. Public Works is working to fill the vacant spot that due to a purchase of the Franchise company on the North End of the County the position number Five (Franchise Collector) Kevin Miracle will replace Mike Jewett that had currently held the position.

At the January 25, 2022 Solid Waste Advisory meeting that was held, it was unanimous approval to appoint Mr. Miracle to this position on the committee.

2. FISCAL IMPACT:

N/A

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

Motion to accept Kevin Miracle to sit on the Solid Waste Advisory Committee representing position five (Franchise Collector) appointed today 02/09/2022 and expiring February 9, 2026.

☒ Attach additional background documentation as needed.

- Solid Waste Advisory Committee Members -

| Representing | Representative | Alternate | Term | Appointment | End Term |
|-------------------------------------|------------------------|----------------------|----------------|-------------------|--------------------------|
| Position One | Brian Evola | | 4 Years | 7/1/19 | July 1, 2023 |
| Fineley Buttes Landfill | | Jeremey Finck | 4 Years | 7/1/2020 | |
| Position Two | Blain Middleton | | 4 Years | 9/1/2020 | September 1, 2024 |
| Residing near /adjacet to FB | | Joe Lindsay | 4 Years | 10.21.2020 | 10.01.2025 |
| Position Three | Chris Rauch | | 4 Years | 7/1/2020 | July 1, 2024 |
| Owner of Real Prop. Near FB | | | 4 Years | | |
| Position Four | John Murray | | 4 Years | 10/21/2020 | October 1, 2025 |
| POM/Incorporated City | | | 4 Years | | |
| Position Five | Kevin Miracle | | 4 years | 2/9/2022 | February 9, 2026 |
| Franchise collector | | | 4 Years | | |
| Position Six | Ryan Miller | | 4 years | 7/1/2019 | July 1, 2023 |
| County at Large | | Sharon Miller | 4 years | 7/1/2019 | July 1, 2023 |
| Position Seven | Jeff Wenholz | | 4 years | 11/3/2021 | November 1, 2025 |
| County at Large | | Shelley Wight | 4 Years | 7/1/2019 | July 1, 2023 |
| | | | | | |
| | | | | | |

VACANT



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

(For BOC Use)
Item #
421

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

Presenter at BOC: Katie Imes
Department: The Loop - Public Transit
Short Title of Agenda Item:

Date submitted to reviewers: 2/4/2022
Requested Agenda Date: 2/9/2022

(No acronyms please)

ODOT 5339 Discretionary Funds, Project Management for Phases II and III, Boardman Bus
Storage/Transit Facility Application

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

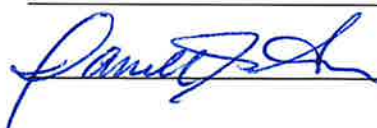
Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director
 2/7/22
DATE Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other
items as appropriate.

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

5339 Bus and Bus Facilities program provides the opportunity for equipment, facilities, passenger shelters, signs and vehicle expansion projects. This funding if granted will be available fiscal year 2022 through 2024. Below is an overview of the project description.

Project Description - Project Management Phase II and III construction for a Bus Storage/Transit Facility.

Phase II

Documentation: Drawings - document design for permitting, bidding and construction. Identify alternative bid elements for cost control.

Specifications - Prepare project manual and specifications. Permitting - secure permits from jurisdictions having authority.

Bidding - Coordinate procurement process as required.

Phase III

Construction Administration; Submittals, Requests for Information, Change Management, Site Observations, Review and certify application for payment.

Closeout - review owner's manuals, warranty information and similar closeout documents.

2. FISCAL IMPACT:

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

Chair to sign application and submit through ODOT Cognito forms.

☒ Attach additional background documentation as needed.

FY 2022-24 Section 5339 Discretionary Application

Bus and Bus Facilities (Non-Replacement Vehicle Projects Only: Equipment, Facilities, Passenger Shelters, Signs, and Vehicle Expansion Projects)

If you are applying for replacement vehicles under the 5339 Discretionary Solicitation, please use [this link](#).

Applicant Information

Transit Agency Legal Name - (Grant Recipient)
Morrow County

Current Agreements with PTD?
Yes

Agency Address
110 N. Court St., Heppner, Oregon 97836

Application Contact Name
Katie Imes

Application Contact Title
Transportation Coordinator

Application Contact Email
kimes@co.morrow.or.us

Application Contact Phone Number
(541) 676-5667

Name of Person Signing Agreement
Jim Doherty

Title of Person Signing Agreement
Chair, Board of Commissioners

Email of Person Signing Agreement
jdoherty@co.morrow.or.us

Phone Number of Person Signing Agreement
(541) 676-5613

Federal Tax ID (EIN)
93-6002308

DUNS Number
010741189

By checking this box, you acknowledge being awarded a 5339 discretionary grant will require developing a FTA-compliant drug and alcohol testing program if one is not already present and annual reporting to the National Transit Database (NTD).
Yes, I acknowledge and understand the reporting requirements.

Are any FTA-funded buildings that your transit agency owns located in a flood zone?
No

[More information on floodplains](#)

Application Questions

1. Project Title

Phase II & III Boardman Bus Storage/Transit Facility - Project Management

2. Project Description (Score Value: 10%)

This project will assist with the Architecture/Engineering consultant fees (typically 20% of construction cost) to construct a Bus Barn with 2-3 bays, One bus bay for bus washing, Office Space for Drivers/Dispatcher, Electric Power Service, Water Service, Solar Power Service, Sewer Service, Security Fencing, Video Surveillance, Asphalt Driveway, Parking and Striping. This project also includes a transit center for passengers to connect to other transit providers. Included in planning is passenger shelter, restroom, ADA

accessibility, sidewalks, bike racks, passenger messaging, and a potential park and ride area. The Bus Barn will house the Buses used for Fixed Route services as follows:

1. Boardman/Port of Morrow-Circulator
2. Arlington-Boardman-Port of Morrow Connector
3. Heppner-Boardman Connector

The project will fund the following tasks:

1. Documentation - Drawings and Specifications
2. Permitting and Bidding
3. Construction Administration - Submittals, Requests for information, Change Management, Site Observations, Pay Application Review and Closeout.

This project will fund the following assessment(s) of or exploration of deliverables:

1. Equity and Public Transportation Service to Low-Income Households
2. Coordination of Public Transportation Services
3. Safety, Security, and Community Livability
4. Environmental and Public Health
5. Statewide Transit Network
6. Sustainable Funding

3. Project Need (Score Value: 30%)

This project continues our efforts of a facility to support the preservation and maintenance of the investments we've made in Morrow County's fleet. Phase II of this project and its timing are critical because of the growing nature of the Morrow County Loop network and the absence of purpose built public transit infrastructure. This application reflects our understanding that facilities projects can be challenging to deliver in a single biennium, even when all the planets align. This project will provide the time consuming tasks of Documentation, Permitting, and Construction Administration. Upon completion, the facility (likely to be located in Boardman, Oregon) will provide critical support to the services we're launching, connecting, and coordinating in Morrow County and beyond. If this project isn't funded, the work and investments that have lead us to this point are at risk. While our vehicles age prematurely and our maintenance costs escalate, partnership in the four to five year opportunity pipeline – with the potential to make this facility a Key Transit Hub – may evaporate or (worse) leave us behind.

4. Sustainable Building Practices (Score Value: 30%)

Morrow County is a semi-arid climate with hot summers and cold winters, our goal is to optimize energy performance. Potentially, the project development team will incorporate the following sustainable building practices throughout the design; solar energy, on-site renewable energy generation, water-use reduction, use of low-carbon materials.

5. Improved access to active and public transportation (Score Value: 30%)

This project will enable people to travel regionally and locally for employment, education, healthcare, and more. The transit services we expect to launch in 22-23 will improve accessibility to major employment clusters in the area - in particular, the I-84/I-82/Westland Road area and the Port of Morrow - and will enable critical last-mile connections from regional transit services such as Kayak Public Transit, Greyhound and Del Norte. Our collaborative work with Umatilla County and Kayak Public Transit has identified travel times and transfer times for the Hermiston-Boardman Connector and the Boardman-Port of Morrow Circular. Employees can generally travel between the SAGE Center(Boardman Activity Center) and the Port employers in 10 minutes or less and from the SAGE Center to residential areas in 15 minutes. There will be timed connections at the SAGE Center to the Hermiston-Boardman Connector for both routes, allowing riders to transfer between the services with little wait time.

This project will offer improved access to walking and biking riders, providing similar connections as the SAGE location. We vision a transit center that provides passenger amenities such as; restrooms, covered/enclosed shelter with seating, bike racks, trees and grass that provide shade in the summer

months.

6. What is the population area for this project?

Less than 50,000 (Rural)

7. Is this project part of a group of activities or projects that are dependent on each other (for example, a bus washing station dependent on facility)?

No

8. Please explain how this project will directly benefit transportation-disadvantaged communities.

The 2018 Morrow County/Umatilla County Transit Development Strategy provides pre-pandemic commute data. Approximately 63% of Morrow County's employees live outside the county, with the highest proportion in Umatilla County. In comparison, only 34% of Umatilla County's employees live outside the county. Most workers who work in Morrow County live in the City of Hermiston (11.5%) and most workers who work in Umatilla County live in the City of Pendleton (18%) Why is this information relative to this project? Answer: The Hermiston-Boardman Connector and the Port of Morrow-Boardman Circular will join forces to move transportation disadvantaged populations across our region, providing shift workers access to the Port of Morrow where over 8,000 entry level jobs are available. This project will provide the necessary infrastructure for operating new services, provide secure storage for our fleet, and provide passengers a connection to other transit providers.

Compared to Oregon as a whole, all study areas included in the Hermiston-Boardman Connector/Port of Morrow-Boardman Circular Report have a higher percentage of households with incomes below 100% and 200% of the poverty level and a higher percentage of youth. For a comprehensive look at the underrepresented populations in Morrow and Umatilla counties please see attached report on page 11.

9. Please describe your community engagement practices in the project's planning process.

In June of 2021 Morrow County, Umatilla County and the Confederated Tribes of the Umatilla Indian Reservations (CTUIR) completed a comprehensive planning process to implement new regional transit service. This process generated the Hermiston/Boardman Connector & Boardman/Port of Morrow Circular report. Three Stakeholder events took place in 2021, please see attached report pg.7 Through this planning process Stakeholders from around the region took part in the process.

As a component of the planning process, the Morrow County Loop program will evaluate the applicable impacts on people living in low income or protected populations. These studies will include contextual and cumulative transit and non-transit developments in the area to minimize or mitigate the disparate impacts on protected populations or disproportionate burdens on low income households.

Morrow County Loop program has released an RFP to update our Coordinated Human Services Transportation Plan, this process will continue to guide our program in assessing needs, identifying gaps, reevaluating our priorities and developing solutions to those priorities.

10. What challenges did you encounter during your outreach process? How did the input you gathered affect the decision making that led to this proposal?

The outreach process identified the need for transit infrastructure specifically bus stop amenities, bus storage, bus maintenance, and transit centers in major activity areas. See attached report document pages 75 and 77. Based on the American Community 2021 Survey - Morrow County's population is approximately 12,186, Boardman is the largest community with 3,828 residents and offers 8,452 permanent jobs at the Port of Morrow. This input has directed our planning process to build transit infrastructure starting in Boardman. We recently hired a Architecture & Engineering Consultant to help us with site selection and design schematics for a transit facility. Our goal is to be in an activity center that will be visible to the community and provide access to active transportation.

Project Detail Questions

Task 1

Project Task Title

New Facility - Project Management Consultant

Project Task Description

Request for Qualifications will be released to provide project management of a new transit facility in Boardman Oregon. Project management will include the following phases.

Phase II: Documentation; Drawings - document design for permitting, bidding and construction. Identify alternative bid elements for cost control. Specifications - Prepare project manual and specifications. Permitting - secure permits from jurisdictions having authority. Bidding - Coordinate procurement process as required.

Phase III: Construction Administration; Submittals, Requests for Information, Change Management, Site Observations, Review and certify applications for payment, Closeout - review owner's manuals, warranty information and similar closeout documents.

Project Task Type

Facilities (Bus Barns and Other Buildings)

What is the main type of service that will be supported with this 5339 grant?

Demand Response

Local Plan Information**Page Number(s) of project in Local Plan**

75, 77

Local Plan Adopted Date

9/15/2021

Upload Plan

Final - POM Circular & Herm. - Board. Connector Strategic Report 6-30-21.pdf

Website Link to Plan

https://www.co.morrow.or.us/sites/default/files/fileattachments/the_loop/page/16192/final_-_pom_circular_herm._-board._connector_strategic_report_6-30-21.pdf

Local Match Information

| Describe the source of your local match funds and the availability of the local match at the time of this submission. | Source | Amount |
|-----------------------------------------------------------------------------------------------------------------------|--------|--------|
|-----------------------------------------------------------------------------------------------------------------------|--------|--------|

| | | |
|--------------------------------------------------------------|------|--------------|
| Matching funds are identified in the Morrow County STIF Plan | STIF | \$113,000.00 |
|--------------------------------------------------------------|------|--------------|

\$113,000.00

Facility Project Task**Facility Project Requested**

| Description (500 character limit) | Quantity | Cost Each | Total | Est. Order Date | Est. Delivery Date |
|-----------------------------------|----------|-----------|--------------|-----------------|--------------------|
| Project Management Consultant | 1 | \$500,000 | \$500,000.00 | 7/6/2022 | 8/24/2022 |

Total: 1

Total:

\$500,000.00

Will this project disturb the ground? If yes, an environmental worksheet including site map(s) showing placement of each item must be submitted to PTD and approved by FTA prior to payment for any ground-disturbing activities.

DCE
Yes

Facility Project Details

Total scope of entire facility project

Planning - Collaborative process between Morrow County, Umatilla County, and the Confederated Tribes of the Umatilla Indian Reservation, generating the Hermiston-Boardman/Port of Morrow-Boardman Report.

Phase I - Programming, Feasibility Planning and Site Selection, Environmental, Site and Build Design.

Phase II: Documentation; Drawings - document design for permitting, bidding and construction. Identify alternative bid elements for cost control. Specifications - Prepare project manual and specifications.

Permitting - secure permits from jurisdictions having authority. Bidding - Coordinate procurement process as required.

Phase III - Construction Administration; Submittals, Requests for Information, Change Management, Site Observations, Review and certify applications for payment, Closeout - review owner's manuals, warranty information and similar closeout documents.

Portion of project scope applied for in this grant. (If all, state this)

This portion of the project scope includes the Project Management for Phase II and Phase III.

Proposed total square feet of facility

Approximately 4000 SF Office/Shop Building, 5000 SF Vehicle Shelters.

Other secured funding sources for this project

None at this time.

Other anticipated funding sources for this project

RAISE Grant, FTA - 5339, Local Enterprise Funds

Designated Partner Agencies for this project

N/A

Other stakeholders for this project and how their support is being enlisted.

Morrow County Public Transit - The Loop enjoys the support of two active and passenger centered Advisory Committees. These members represent Morrow County geographically and by populations throughout the county. Members are given project details at quarterly meetings where their input is received and implemented throughout this process.

Describe how support from local elected officials or bodies has been formally received for this project.

Morrow County Board of Commissioners adopted a resolution for the Hermiston-Boardman Connector/Boardman-Port of Morrow Circular Plan on September 15, 2021.

Describe how this project fits into the local plan.

This project will support the Hermiston-Boardman Connector/Boardman-Port of Morrow routes by providing passenger connections to other transit providers and provide the Boardman-Port of Morrow Circular a facility to operate, maintain, and securely store our fleet.

Has this project been thoroughly discussed with your Public Transportation Division Regional Transit Coordinator and has the Regional Transit Coordinator been involved with preliminary project planning efforts?

Yes

Has your local Area Commission on Transportation been involved and is it in support of this project?

No

If no, explain why.

Morrow County Public Transit was recently invited to attend our local ACT, but has not yet had the opportunity to engage the members on this project. The ACT is looking for new members, Morrow County will reach out with a letter of interest to participate.

Facility Project Milestones

| Project phase/milestone | Cost | Est. Completion Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
| Phase II - Documentation; Drawings - document design for permitting, bidding and construction. Identify alternative bid elements for cost control. Specifications - Prepare project manual and specifications. Permitting - secure permits from jurisdictions having authority. Bidding - Coordinate procurement process as required. | \$250,000.00 | 6/30/2023 |
| Phase III - Construction Administration; Submittals, Requests for Information, Change Management, Site Observations, Review and certify applications for payment, Closeout - review owner's manuals, warranty information and similar closeout documents. | \$250,000.00 | 6/30/2024 |

Estimated final completion date of all project activities

6/30/2024

Does the agency own the property at issue?

Yes

Has preliminary project planning been accomplished for this project?

Yes

Have requisite local agency planning, zoning, building permits and all approvals been applied for and received for this project?

No

If no, what is the current status of these approvals?

The Local permitting process will be completed through the consultant performing the project management.

Does this project involve changes to any railroad rights of way? (Answering "Yes" disqualifies

project from funding consideration)

No

Will all relevant project documents be attached with your grant application?

Yes

If yes, list and describe relevant project document attachments.

Consultant Scope of Phase I activities, Resolution adopting the Hermiston-Boardman Connector and the Boardman-Port of Morrow Circular Plans.

Is there any other information you wish reviewers to understand about this project?

Yes

If yes, describe.

TSP Updates - Morrow County recently hired a consultant to update our Transportation System Plan - specifically the transit section. The updates are undergoing public hearings, and are anticipated to be complete this coming summer.

Coordinated Human Services Transportation Plan Update - Morrow County has released an RFP for a consultant to update this plan, we anticipate a consultant to be hired in March, 2022 and begin the stakeholder outreach April-August of 2022.

**Facility Project Cost (Match
Amount + Grant Amount)**
\$500,000.00

Facility Match Amount
\$100,000.00

Facility Grant Amount
\$400,000.00

Application Totals

**Total Project Cost (Match
Amount + Grant Amount)**
\$500,000.00

Total Match Amount
\$100,000.00

Total Grant Amount
\$400,000.00

Submitting Your Application

Submit your application to PTD by clicking the "Apply" button, attaching any supporting documents (such as DCE worksheets).

The person signing this form must have the legal authority to submit this application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

Signature



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

(For BOC Use)
Item #
4e2

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

Presenter at BOC: Katie Imes

Date submitted to reviewers: 2/4/2022

Department: The Loop - Public Transit

Requested Agenda Date: 2/9/2022

Short Title of Agenda Item:

(No acronyms please)

ODOT Section 5339 Discretionary Vehicle Replacement Application

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:


Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director

 2/7/22
DATE Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Section 5339 Discretionary Vehicle Replacement program provides the opportunity to replace transit vehicles that have reached their useful life. This funding if granted will be available fiscal year 2022 through 2024. Below is an overview of the project description.

Project Description: Replace one (1) Non-ADA minivan with one (1) ADA minivan. This van will support our current demand response program.

2. FISCAL IMPACT:

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

Chair to sign application and submit through ODOT Cognito forms.

☒ Attach additional background documentation as needed.

FY 2022-24 Discretionary Vehicle Replacement Application

Section 5307 (for select agencies), Section 5339, and STBG Programs

This application is only to be used for vehicle replacement projects under Section 5307, Section 5339, and STBG. Section 5307 will only appear as an option for agencies that are eligible for that program. Application scoring will be based on the TAM Plan state of good repair calculation, as well as regional transit coordinator input. Vehicles that score the lowest (worst condition) will be awarded first.

For the 2022-24 solicitation, replacing gas or diesel powered vehicles with a low-or no-emission type vehicle will be given precedence

If you are applying for an expansion vehicle under the Section 5339 Discretionary Program, please use [this link](#).

Please select all fund sources for which you are applying. Your application will only be considered under the programs you select.

Applicant Information

Transit Agency Legal Name - (Grant Recipient)

Morrow County

Current Agreements with PTD?

Yes

If your agency name does not appear in the list, you can simply type your agency's name in the same box.

Agency Address

110 N. Court St.

Address Line 1

Heppner

City

Oregon

State

97836

Zip Code

Application Contact Name

Katie

First

Imes

Last

Application Contact Title

Transportation Coordinator

Application Contact Email

kimes@co.morrow.or.us

Application Contact Phone Number

(541) 676-5667

Name of Person Signing Agreement

Jim

First

Doherty

Last

Title of Person Signing Agreement

Chair, Board of Commissioners

Email Address of Person Signing Agreement

jdoherthy@co.morrow.or.us

Phone Number of Person Signing Agreement

(541) 676-5613

Federal Tax ID (EIN)

93-6002308

DUNS Number

010741189

Please make sure to select ALL fund sources for which you want to be considered. Only those fund sources selected in this section will be used in the scoring for those programs.

For which fund sources are you applying?

☒ Section 5339

Section 5339 Reporting Requirements Acknowledgement

☒ I understand that being awarded a Section 5339 grant will require developing a FTA-compliant drug and alcohol testing program if one is not already present and annual reporting to the National Transit Database (NTD).

☐ STBG

Application Questions

1. Project Title

Demand Response Service - One Category E3 Van

Be specific; include details such as replacing a specific number of buses, the category of buses and the service or route being used on.

2. Project Description

Morrow County Public Transit - The Loop offers transportation to all residents. Riders must call to schedule rides through our dispatching office, these hours are Monday - Friday 8 am - 5 pm. Rides are accommodated outside of office hours if scheduled in advance, rides are fare-free. This project will ensure continued access to healthcare, human services, shopping, and recreational events. Morrow County residents travel long distances to access medical care. The closest specialized medical provider is located in Hermiston, OR. Tri-Cities, WA., Hermiston, OR., and Pendleton, OR. are the top three cities that Morrow County residents travel to regularly. Outside of medical appointments, Hermiston is most frequented for other needs and services such as; affordable shopping options for medical supplies, pharmacy, groceries, and other household supplies.

Provide a description of proposed project.

Limit: 2500 Characters

3. Project Need

One of our demand response vehicles needs to be replaced, this vehicle has surpassed the useful life threshold according to Oregon Department of Transportation - Public Transportation criteria. This vehicle is a daily driver providing the capacity to operate our demand response service. Without funding, the program would be subject to cutting back the frequency of rides available. It is Morrow county's mission to provide safe, reliable transportation and providing vehicles that meet that standard.

Describe the need for this project. How was this need determined or assessed? If this project did not receive funding, how would this impact your overall service?

Limit: 2500 Characters

4. What is the population area for this project?

Less than 50,000 (Rural)

Project Detail Questions

If you are requesting grant funds for multiple services, each service should be separated out into its own task.

Task 1

Select the fund source(s) that are being applied for in this project task.

☒ Section 5339

Project Task Title

Demand Response ADA Passenger Van

Project Task Description

This request supports the purchase of one ADA minivan (one Category E3 van with 5/1 ambulatory to ADA configurations) to deliver service in and around Morrow County. The new vehicle will accomplish our goal of providing the capacity to our passengers that require an ADA vehicle. The specific tasks necessary to accomplish this project include the development of specifications, delivery of a Request for Quotes using the Oregon State Price Agreement, issuance of purchase orders, working with the successful vendor(s) to take delivery of the vehicle, and training staff on the features of the new van.

Limit: 2500 Characters

Project Task Type

Vehicle Replacement

What is the main type of service that will be supported by this replacement vehicle grant?

- ☐ Complementary Paratransit
- ☒ Demand Response
- ☐ Deviated Fixed Route
- ☐ Fixed Route
- ☐ Fixed Route and Paratransit

What is the estimated total number of vehicles in your agency actively used public transportation service as of today?

9

Local Plan Information

Describe how this project addresses a need identified in local and or regional transit plans, such as a transit development plan, capital improvement plan or coordinated plan.

Page Number(s) of Project in Coordinated Plan

6-1,6-2,

Plan Adopted Date

9/1/2016

Upload Plan

2016 Morrow County Coordinated Plan FINAL.pdf

Website Link to Plan

<https://www.co.morrow.or.us/theloop/page/transit-development-plan>

Local Match Information

Enter the match description, source and amount for each type of match being applied to this project task.

PLEASE NOTE: The match amount entered here is only for proof of available match. The application match amount is automatically calculated in the Vehicles to be Purchased section based on the quantity and cost of vehicles.

Describe the source of your local match funds and the availability of the local match at the time of this submission.

| Source | Amount |
|----------------------------|-------------------|
| Local Vehicle Reserve Fund | \$6,000.00 |
| | \$6,000.00 |

Vehicle Replacement Project Task

Vehicles to be Replaced

| Year | Make | Model | Vehicle ALI | VIN | # of seats | # of ADA stations | Fuel Type | Current Mileage | Date Mileage Recorded |
|------|-------|---------|------------------|---------------------------|---------------|-------------------------|--------------|--------------------|-----------------------------|
| 2016 | Dodge | Carevan | 11.1X.15 Vans | 2C4RDG CG7GR13 4906 | 7 | 0 | Gas (G) | 186,510 | 12/31 /2021 |

Condition of Vehicles

| VIN | Condition | Explain vehicle maintenance history, right-sizing justification, etc. |
|-----------------------|-----------|-----------------------------------------------------------------------|
| 2C4RDGCG7 GR134906 | Poor | regular preventative maintenance conducted, annual DOT inspections |

Will you use the Oregon state price agreement contract?

☒ Yes

☐ No

Vehicles to be Purchased

| Vehicle ALI | Quantity | Cost Each | Total # of seats/ # ADA stations | # of seats with ADA deployed | Fuel Type | Est. Order Date | Est. Delivery Date |
|-------------|----------|-----------|----------------------------------------|------------------------------------------|-----------|-----------------------|--------------------------|
|-------------|----------|-----------|----------------------------------------|------------------------------------------|-----------|-----------------------|--------------------------|

| | | | | | | | | |
|---------------|---|-------------|-------------|---------|---|---------|---------------|----------------|
| 11.12.15 Vans | 1 | \$60,000.00 | \$60,000.00 | 1 | 5 | Gas (G) | 8/31/ 2022 | 12/30 /2022 |
| | | | | eg 20/2 | | | | |

Total:
1

Total:
\$60,000.00

Project Task Total

Section 5339 Project, Match, and Grant Totals

Task Total Project Cost
\$60,000.00

Task Total Match Amount
\$9,000.00

Task Total Grant Amount
\$51,000.00

Application Totals

Section 5339 Project, Match, and Grant Totals

Total Project Cost

\$60,000.00

Total Match Amount

\$9,000.00

Total Grant Amount

\$51,000.00

Based on the application totals, will you have enough match funds to cover the highest match rate awarded?

☒ Yes ☐ No

The highest match rate is 15% with 5339 as a fund source.

Submitting Your Application

After attaching any supporting documents and signing the application, submit your application to PTD by clicking the "Apply" button.

The person signing this form must have the legal authority to submit this application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

Signature

Saving Your Application

Click the "Save" button to save your progress. A window will appear prompting you to enter an email address. Cognito Forms will send an email with a link to your form with all the information entered up until that save point.



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

(For BOC Use)
Item #
4e3

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

Presenter at BOC: Katie Imes

Department: The Loop - Public Transit

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers: 2/4/2022

Requested Agenda Date: 2/9/2022

ODOT Section 5310 Discretionary Preventative Maintenance Application

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Total Contract Amount:

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

Through:

Budget Line:

Reviewed By:

DATE Department Director

Required for all BOC meetings


DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Section 5310 Discretionary funding provides opportunities to support enhanced mobility of Seniors and Individuals with Disabilities for Operations, Mobility Management, Purchased Service, and Preventative Maintenance projects. This funding if granted will be available fiscal year 2022 through 2024. Below is an overview of the project description.

Project Description: Preventative Maintenance for our Demand Response Fleet, total of eight (8) minivans and two (2) 14 passenger cutaways. Services to be performed include; Tire Replacement and Change-overs, Oil Changes, Battery Replacement, Tune-ups, Wheelchair Inspections, DOT Inspections, Other Minor Repairs, and Incidentals.

2. FISCAL IMPACT:

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

Chair to sign application and submit through ODOT Cognito forms.

☒ Attach additional background documentation as needed.

FY 2022-24 Section 5310 Discretionary Application

Enhanced Mobility of Seniors and Individuals with Disabilities (For Operations, Mobility Management, Purchased Service, and Preventive Maintenance Projects)

Are you the STF Agency?

Yes

If Yes, do you acknowledge that you followed the process for soliciting, reviewing, and prioritizing projects before applying?

Yes

Applicant Information

Special Transportation Fund Agency Name

Morrow County

Application Contact Name

Katie Imes

Application Contact Title

Transportation Coordinator

Application Contact Email

kimes@co.morrow.or.us

Application Contact Phone Number

(541) 676-5667

Transit Agency Legal Name - (Grant Recipient)

Morrow County

Current Agreements with PTD?

Yes

Agency Address

110 N. Court St., Heppner, Oregon 97836

Name of Person Signing Agreement

Jim Doherty

Title of Person Signing Agreement

Chair, Board of Commissioners

Email of Person Signing Agreement

jdoherly@co.morrow.or.us

Phone Number of Person Signing Agreement

(541) 676-5613

Federal Tax ID (EIN)

93-6002308

DUNS Number

010741189

Application Questions

1. Project Title

Demand Response Preventative Maintenance

2. Project Description (Score Value: 15%)

Morrow County Public Transit - The Loop, riders must call to schedule rides through our dispatching office, these hours are Monday - Friday 8 am - 5 pm. Rides are accommodated outside of office hours if scheduled in advance, rides are fare-free. This service will expand access to healthcare, human services, shopping and recreational events. Morrow County residents travel long distances to access medical

services outside of Morrow County. The closest specialized medical provider is located in Hermiston, in Umatilla County. Tri-Cities, WA., Hermiston, OR., and Pendleton, OR. are the top three cities that Morrow County residents travel to regularly. Pre-Covid The Loop offered a Monthly Shopping service to Hermiston, Or. Hermiston is the closest city that offers affordable shopping options for medical supplies, pharmacies, groceries and other household supplies. This service was suspended in March of 2020 due to the pandemic. This service was offered to all communities within Morrow County; Heppner, Lexington, Lone, Boardman, and Irrigon. Morrow County is pleased to have recently started a "Weekly Shopper" bus service versus a monthly trip. This service operates every Friday offering different shopping locations in Hermiston where residents can access affordable goods and services. Riders must call the Loop dispatching office to reserve a seat on the bus. (see attached Operating Plan pg. 9-10).

3. Project Need (Score Value: 25%)

This project will ensure our demand response vehicles are kept in good condition per manufacturer's recommendations and that safety standards are met. Services will include; Tire Replacement and change-overs, Oil changes, Battery Replacement, Tune-ups, Wheelchair Inspections, DOT inspections, Other Minor Repairs, and Incidentals. We have included contingency in our ask as we have seen these services increase due to industry shortages. Also, with this funding we would have the opportunity to purchase items in bulk which could help with our material costs. We have included a spread sheet that assisted in determining the preventative maintenance over the next two years. (see attached) If this project is not funded Morrow County will have to utilize other state or federal assistance to further our efforts.

4. Outcomes for Seniors and Individuals with Disabilities (Score Value: 30%)

Through our demand response service seniors, people with disabilities and other populations will have access to medical providers, pharmacies, specialized healthcare, human services, shopping and recreational events. This service is vital to so many individuals in our rural communities where travel distances are greater to access these services.

Estimated number of customer contacts is 600 users, customers trained is performed by personal inquires, dispatchers, literature and advertising. 9000 one-way rides are estimated over the next two years, this figure is determined by data reported in OPTIS.

Morrow County is home to 16.8% seniors and 9.8% persons living with a disability, our service to these populations has increased and will continue to based on the 2.14% annual increase seen in Morrow County.

5. Improve Access to Active and Public Transportation (Score Value: 30%)

This project will improve access by providing safe and reliable vehicles. Our demand response program provides essential service that improves quality of life determinants primarily providing transit to medical appointments, we always provides return service to our riders. We want to continue to keep our vehicles in the best running condition possible. Doing so will make it less likely we will have a vehicle stranded alongside the road with passengers on board.

6. Is this project part of a group of activities or projects that are dependent on each other (for example, a bus purchase that is dependent on receiving operating funds for a specific route)?

No

7. Please explain how this project will directly benefit transportation-disadvantaged communities.

Based on census data from FY 20-21 11.5% of Morrow County residents are low-income, 37.7% are Hispanic or Latino, 12.7% are Veterans, and 9.8% are living with disabilities. Our service is available to all residents living in Morrow County, many of our riders live in low-income housing and RV parks where access to medical services are limited. Morrow County has a lower cost of living which attracts all populations, many of our residents enjoy the rural life in Morrow County and prefer to live here versus close to the urban areas, it is vital to provide access to all our populations choosing to live here, this project will provide safe and reliable vehicles to all these populations who depend on our services.

8. Please describe your community engagement practices in the project's planning process.

Morrow County Public Transit has two advisory committees that meet quarterly. These committees represent our stakeholders in all our communities and include representatives of the seniors, low-income, people with disabilities and other disadvantaged populations. We are pleased to announce two new advisory members that represent "transit users" and a "transit user with a disability" this added representation has proved to be a very helpful in engaging all board members.

Our literature is distributed to all Morrow County communities, public facilities, medical providers, senior centers, and veterans department. We have found that word of mouth and our ridership spread the word of our services best. Most people need a face to face conversation to gain understanding and reliability of the service. Planning for this project is done through staff observations - outstanding service needs and the advisory committees feedback as well as our ridership comments and or suggestions. Morrow County has adopted a Human Services Coordinated Transportation Plan that identifies the need to maintain existing service and programs (pg.6-1). We have released an RFP to update this planning document, we hope to start this stakeholder engagement process in March of 2022.

9. What challenges did you encounter during your outreach process? How did the input you gathered affect the decision making that led to this proposal?

Over the last 18 months we have found it challenging to reach people face to face due to the pandemic, our office staff, driving staff, advisory committees, senior center workers, county employees, and ridership have been the primary resources for outreach and education. We do offer virtual access to all our scheduled public meetings. We have increased our publications on the internet and local newspaper, recently a mass mailer was sent out to all Morrow County mailing address (see attached).

Project Detail Questions

Task 1

Project Task Title

Demand Response Preventative Maintenance

Project Task Description

Preventative Maintenance for our Demand Response Fleet, total of eight (8) minivans and two (2) 14 passenger cutaways. Services to be performed include; Tire Replacement and change-overs, Oil changes, Battery Replacement, Tune-ups, Wheelchair Inspections, DOT inspections, Other Minor Repairs, and Incidentals. We have included contingency in our ask as we have seen these services increase due to industry shortages. (Attached is a cost analysis spread sheet)

Project Task Type

Preventive Maintenance (11.7A.00)

What is the main type of service that will be supported with this 5310 grant?

Demand Response

Coordinated Plan Information

Page Number(s) of project in Coordinated Plan

6-1

Coordinated Plan Adopted Date

9/16/2016

Upload Plan

2016 Morrow County Coordinated Plan FINAL.pdf

Website Link to Plan

https://www.co.morrow.or.us/sites/default/files/fileattachments/the_loop/page/16192/2016_morrow_county_coordinated_plan_final.pdf

Project Budget

| | | |
|---------------------------------------------------------|---------------------------|---------------------------|
| Total Project Cost (Match Amount + Grant Amount) | Match Amount (20%) | Grant Amount (80%) |
| \$48,440.00 | \$9,688.00 | \$38,752.00 |

Local Match Information

| Describe the source of your local match funds and the availability of the local match at the time of this submission. | Source | Amount |
|------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| Local match will be funded through the Special Transportation Fund (STF) | STF | \$10,000.00 |
| | | \$10,000.00 |

Project Deliverables and Outcomes

Expected Deliverables
10

Project Scalability Information

Describe how your project could be scaled down to receive a smaller amount of money than your desired request. If your project cannot be scaled down, write N/A
N/A

What is the minimum award amount (Grant share only, not including Match) that will still allow your project to proceed?
\$20,000.00

Application Totals

| | | |
|---------------------------|---------------------------|---------------------------|
| Total Project Cost | Total Match Amount | Total Grant Amount |
| \$48,440.00 | \$9,688.00 | \$38,752.00 |

Submitting Your Application

Submit your application to PTD by clicking the "Apply" button, attaching any supporting documents.

Additional supporting documents (Optional)

Maintenance Costs for 2 years.pdf

6x9-Postcard Final Sept 24-01.jpg

6x9-Postcard Final Sept 24-02.jpg

The person signing this form must have the legal authority to submit this application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

Signature



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 2-9-2022

Petition and Order to Cancel Noncollectable Personal Property Taxes

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

Mike Gorman 2/1/2022 Department Director

Required for all BOC meetings

James H. Nelson 2/1/22 Administrator

Required for all BOC meetings

Justin Nelson 2/1/2022 County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A Personal Property Manufactured Home, which was located in Bella Vista Home Park in Boardman. The manufactured home burned and was destroyed. The owners have since moved out of County. It has three years of delinquent taxes and interest totaling \$557.23. There is no way to seize and sell this home since it has been destroyed and all reasonable collection methods have been exhausted.

2. FISCAL IMPACT:

\$557.23 in uncollected property taxes and interest shared by all districts.

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

Accept Petition and Sign Order

☒ Attach additional background documentation as needed.

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

IN THE MATTER OF CANCELLATION)
OF PERSONAL PROPERTY TAXES)
) PETITION

Now comes Michael Gorman, Tax Collector of Morrow County, State of Oregon and Justin Nelson, District Attorney of Morrow County, State of Oregon and respectfully petition the Board of Commissioners of Morrow County for and order cancelling the personal property taxes attached as Exhibit A hereto. Your petitioners respectfully show the Board that all the taxes are delinquent and that in the opinion of the petitions the same are wholly uncollectible.

WHEREFORE, your petitioners pray for an order of this Board cancelling the said taxes, in accordance with ORS 311.790.



Michael Gorman, Tax Collector



Justin Nelson, District Attorney
OSB #074460

STATE OF OREGON)
County of Morrow)

I, Michael Gorman, being of duly sworn under oath depose and say that one of the petitioners named in the foregoing petition, that I have read the same, know the contents thereof, and same is true as I verily believe.

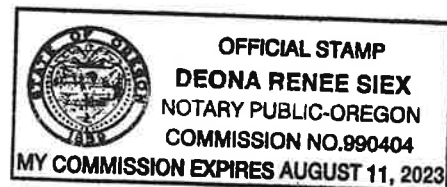


Michael Gorman

SUBSCRIBED AND SWORN to before me this 1 day of February 2022



Notary Public of Oregon



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

In the Matter of Cancellation)
of Personal Property Taxes)

ORDER No. OR-2022-3

This matter coming before the Morrow County Board of Commissioners for hearing on petition of Michael Gorman, Tax Collector of Morrow County, State of Oregon. The Morrow County Board of Commissioners, having examined the petition and being fully advised of the premises, it is therefore Ordered, Adjudged and Decreed that the following personal property taxes be, and the same hereby, cancelled as of February 9, 2022.

See attached Exhibit A for accounts to have taxes cancelled.

Dated this 9th day of February 2022

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

Exhibit A

Ref #: 10311

Owner: Pedro Cisneros & Imelda Cisneros

| | |
|---------|----------|
| 2010-11 | \$15.48 |
| 2011-12 | \$278.11 |
| 2012-13 | \$263.64 |

Description: 1977 Fleetwood

Write-Off Because: Manufactured Structure has burned down and no longer on the Tax Rolls.

Legislative Updates

Submitted by Justin Nelson, District Attorney

House Bill, Senate Bill or Legislative Concept Number:

SB 1511- Retrial of all non-unanimous jury cases (no matter age of case)

Summary of Bill or Legislative Concept:

Recently the United States Supreme Court ruled that all verdicts must be unanimous. This was for cases going forward, or cases that raised the unanimous jury verdict at trial. The Oregon courts have been complying with this ruling by (1) requiring unanimous jury verdicts going forward, and (2) returning specific charges for retrial if the issue was raised at the trial level and only for counts that had been decided by a non-unanimous jury verdict (i.e., if a 10 count indictment was filed, and Count 1-9 had been guilty by 12-0 verdict, but Count 10 was guilty by a 11-1 verdict, only Count 10 was returned for retrial).

Impact to Morrow County:

Fiscal and DA Office Resource Issue: Would be required to re-trial of any prior non-unanimous jury case, no matter age of the case. Would not require the defendant or his/her attorney to have raised that legal issue at the time of trial (which is currently required). Also would require retrial of ENTIRE case, even if since lesser count was the non-unanimous verdict count.

Recommendation to Commissioners:

Oppose SB 1511

Senate Bill 1511

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Judiciary and Ballot Measure 110 Implementation)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Creates process by which person convicted or found guilty except for insanity as result of non-unanimous jury verdict may file petition for post-conviction relief within one year of effective date of Act. Sunsets on January 1, 2025.

Authorizes district attorney to charge reasonable reimbursement fee for cost of providing copies of discovery materials in criminal case.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to crime; creating new provisions; amending ORS 135.815; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1) Notwithstanding ORS 138.510 (3) and (4), at any time within one year after the effective date of this 2022 Act, a person may file a petition for post-conviction relief under ORS 138.510 to 138.680 claiming, as grounds for relief, that the person was convicted of, or found guilty except for insanity for, a criminal offense as the result of a nonunanimous jury verdict.

(2) ORS 138.550 does not apply to petitions for post-conviction relief described in this section.

(3)(a) Notwithstanding ORS 138.530, in a post-conviction relief proceeding based on a petition described in this section, the petitioner has the burden of proving, by a preponderance of the evidence, that the conviction or finding of guilty except for insanity resulted from a nonunanimous jury verdict.

(b) Evidence that a jury verdict was nonunanimous shall consist of:

(A) Court transcripts;

(B) Court or case records;

(C) Contemporaneous recordings; or

(D) Any similar evidence the court determines to be credible.

(4)(a) Notwithstanding ORS 138.530, in a post-conviction relief proceeding based on a petition described in this section, if the court finds that the petitioner has established by a preponderance of the evidence that a conviction or finding of guilty except for insanity resulted from a nonunanimous jury verdict, the court shall grant post-conviction relief on that conviction or finding.

(b) Notwithstanding ORS 138.520, if post-conviction relief is granted under paragraph (a) of this subsection, the court shall vacate the specific judgment of conviction, or of guilty except for insanity, that resulted from the nonunanimous jury verdict.

(5) If a judgment of conviction or of guilty except for insanity is vacated under subsection

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

(4) of this section, and the prosecuting attorney proceeds with either the same criminal charges, or charges based on the same criminal episode as the original charges, upon conviction or finding of guilty except for insanity of those charges, the petitioner shall receive credit for time served under ORS 137.370. If the petitioner is convicted of a different offense based on the same criminal episode as the original conviction, the court shall indicate in the judgment that the new crime of conviction was committed as part of the same criminal episode as the original crime of conviction.

(6) The filing of a petition for post-conviction relief described in this section does not preclude or affect the filing of other concurrent or subsequent post-conviction relief petitions claiming grounds for relief other than a conviction or finding of guilty except for insanity resulting from a nonunanimous jury verdict, if such petitions are otherwise permitted to be filed under ORS 138.510 to 138.680.

(7) Except as otherwise provided in this section, all provisions of ORS 138.510 to 138.680 apply to petitions for post-conviction relief described in this section.

SECTION 2. (1) Section 1 of this 2022 Act is repealed on January 1, 2025.

(2) The repeal of section 1 of this 2022 Act does not affect a petition for post-conviction relief described in section 1 of this 2022 Act filed within one year of the effective date of this 2022 Act.

SECTION 3. ORS 135.815 is amended to read:

135.815. (1) Except as otherwise provided in ORS 135.855 and 135.873, the district attorney shall disclose to a represented defendant the following material and information within the possession or control of the district attorney:

(a) The names, addresses and telephone numbers of persons whom the district attorney intends to call as witnesses at any stage of the trial, together with their relevant written or recorded statements or memoranda of any oral statements of such persons.

(b) Any written or recorded statements or memoranda of any oral statements made by the defendant, or made by a codefendant if the trial is to be a joint one.

(c) Any reports or statements of experts, made in connection with the particular case, including results of physical or mental examinations and of scientific tests, experiments or comparisons which the district attorney intends to offer in evidence at the trial.

(d) Any books, papers, documents, photographs or tangible objects:

(A) Which the district attorney intends to offer in evidence at the trial; or

(B) Which were obtained from or belong to the defendant.

(e) If actually known to the district attorney, any record of prior criminal convictions of persons whom the district attorney intends to call as witnesses at the trial; and the district attorney shall make a good faith effort to determine if such convictions have occurred.

(f) All prior convictions of the defendant known to the state that would affect the determination of the defendant's criminal history for sentencing under rules of the Oregon Criminal Justice Commission.

(g) Any material or information that tends to:

(A) Exculpate the defendant;

(B) Negate or mitigate the defendant's guilt or punishment; or

(C) Impeach a person the district attorney intends to call as a witness at the trial.

(2)(a) The disclosure required by subsection (1)(g) of this section:

(A) Shall occur regardless of whether the material or information is recorded or in writing.

(B) Shall occur without delay in accordance with ORS 135.845 and prior to the entry of any guilty plea pursuant to an agreement with the state. If the existence of the material or information is not known at that time, the disclosure shall be made upon discovery without regard to whether the represented defendant has entered or agreed to enter a guilty plea.

(b) Nothing in subsection (1)(g) of this section:

(A) Expands any obligation under a statutory provision or the Oregon or United States Constitution to disclose, or right to disclosure of, personnel or internal affairs files of law enforcement officers.

(B) Imposes any obligation on the district attorney to provide material or information beyond the obligation imposed by the Oregon and United States Constitutions.

(3) Except as otherwise provided in ORS 135.855 and 135.873, in prosecutions for violation of ORS 813.010 in which an instrument was used to test a person's breath, blood or urine to determine the alcoholic content of the person's blood the district attorney shall disclose to a represented defendant at least the following material and information within the possession or control of the district attorney:

(a) Any report prepared by a police officer relating to field tests, interviews, observations and other information relating to the charged offense;

(b) Any report relating to the test results;

(c) A copy of the form provided to the defendant under ORS 813.100 (2)(b); and

(d) Any checklist prepared by the operator of the instrument for the test.

(4)(a) If a defendant is not represented by a lawyer, the district attorney shall disclose to the defendant all of the information described in subsections (1) and (3) of this section except for the personal identifiers of the victim and any witnesses.

(b) Notwithstanding paragraph (a) of this subsection, the district attorney shall disclose the personal identifiers of the victim and any witnesses if the trial court orders the disclosure. A trial court shall order the district attorney to disclose the personal identifiers of the victim and any witnesses if the trial court finds that:

(A) The defendant has requested the information; and

(B)(i) The victim or witness is a business or institution and disclosure of the information would not represent a risk of harm to the victim or witness; or

(ii) The need for the information cannot reasonably be met by other means.

(5) The district attorney may charge a reasonable reimbursement fee for the cost of providing copies of materials required to be disclosed under this section, including but not limited to documents, photographs, reports, audio recordings, video recordings or electronically stored information.

[(5)(a)] **(6)(a)** Unless authorized by the trial court to disclose the information, a lawyer representing a defendant, or a representative of the lawyer, may not disclose to the defendant personal identifiers of a victim or witness obtained under subsections (1) and (3) of this section.

(b) The trial court shall order the lawyer, or representative of the lawyer, to disclose to the defendant the personal identifiers of a victim or witness if the court finds that:

(A) The defendant's lawyer has requested the district attorney to disclose the information to the defendant;

(B) The district attorney has refused to disclose the information to the defendant; and

(C) The need for the information cannot reasonably be met by other means.

[(6)] **(7)** As used in this section:

1 (a) "Personal identifiers" means:

2 (A) In relation to a witness, the witness's address, telephone number, Social Security number
3 and date of birth and the identifying number of the witness's depository account at a financial in-
4 stitution, as defined in ORS 706.008, or credit card account.

5 (B) In relation to a victim, the victim's address, electronic mail address, telephone number, So-
6 cial Security number, date of birth, any user names or other identifying information associated with
7 the victim's social media accounts and the identifying number of the victim's depository account at
8 a financial institution, as defined in ORS 706.008, or credit card account.

9 (b) "Representative of the lawyer" has the meaning given that term in ORS 40.225.

10 (c) "Represented defendant" means a defendant who is represented by a lawyer in a criminal
11 action.

12 (d) "Social media" has the meaning given that term in ORS 659A.330.

13 **SECTION 4. This 2022 Act takes effect on the 91st day after the date on which the 2022**
14 **regular session of the Eighty-first Legislative Assembly adjourns sine die.**
15

Legislative Updates

House Bill, Senate Bill or Legislative Concept Number:

HB 4082

Summary of Bill or Legislative Concept:

Directs county governing body of each county to designate person to ensure interment of unclaimed cremated or reduced remains of veteran or spouse, dependent or survivor of veteran. Limits civil liability except for gross negligence. Requires cemetery association, cemetery authority, alternative disposition facility operator, licensed funeral service practitioner or other entity in possession of unclaimed cremated or reduced remains of veteran or spouse, dependent or survivor of veteran to release cremated or reduced remains and associated veteran status information upon request to veterans' remains coordinator. Limits civil liability for release of veteran status information except for gross negligence. Requires cemetery association, cemetery authority, alternative disposition facility operator, licensed funeral service practitioner or other entity in possession of unclaimed cremated or reduced remains of veteran or spouse, dependent or survivor of veteran to notify county veterans' service officer under certain circumstances. Directs county veterans' service officer to report information about veteran or spouse, dependent or survivor of veteran to United States Department of Veterans Affairs. Requires county veterans' service officer to establish and maintain list of reported information and to make information available upon request to veterans' remains coordinator.

Impact to Morrow County:

No Statement Yet Issued

Recommendation to Commissioners:

For your review

Legislative Updates

House Bill, Senate Bill or Legislative Concept Number:

SB 1542

Summary of Bill or Legislative Concept:

Exempts from state income tax military pay received by Oregon National Guard service member on state active duty. Applies to tax years beginning on or after January 1, 2020. Takes effect on 91st day following adjournment sine die.

Impact to Morrow County:

May Have Fiscal Impact, But No Statement Yet Issued

May Have Revenue Impact, But No Statement Yet Issued

Recommendation to Commissioners:

For your review

Legislative Updates

House Bill, Senate Bill or Legislative Concept Number:

HB 4066

Summary of Bill or Legislative Concept:

Provides that veteran must provide evidence of eligibility for veterans' preference in public employment at time of application for civil service position. Provides that evidence may include any documentation demonstrating preference eligibility. Modifies law relating to interviews of veterans for vacant civil service positions. Provides that public employer that does not interview veteran must provide written explanation of reasons for decision.

Permits disabled veteran or surviving spouse of deceased disabled veteran to use state park, individual campsite or day use fee area without charge.

Directs Department of Veterans' Affairs to develop and implement programs that assist veterans to transition from military service to workforce or business community. Permits use of moneys in Veterans' Services Fund to develop, implement and maintain programs. Directs department to develop and implement programs that assist veterans to transition into or maintain stable housing. Permits use of moneys in Veterans' Services Fund to develop, implement and maintain programs. Requires department to report to Legislative Assembly regarding status of workforce and housing grant programs by September 15, 2024.

Repeals sunset on Veteran Educational Bridge Grant Program. Exempts members of Oregon National Guard from Oregon Promise eligibility requirement that applicant first accept federal aid grants available to person.

Provides 100 percent property tax exemption for homestead or personal property of veteran aged 65 years or older with service-connected disabilities of 100 percent or more or surviving spouse of veteran who died from service-connected injury or illness or received at least one year of 100 percent exemption. Repeals partial exemption for homestead of surviving spouse of veteran of American Civil War or Spanish-American War. Takes effect on 91st day following adjournment sine die.

Impact to Morrow County:

No Statement Yet Issued

Recommendation to Commissioners:

For your review. Observations from AOC Veterans Steering Committee – several issues are involved in this bill as written. Issues may need to be separated into other bills. Bill needs clarification on 100 percent service connected disability, among others.



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

(For BOC Use)
Item #
6

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

Presenter at BOC: Sandi Pointer
Department: Public Works - Solid Waste
Short Title of Agenda Item: (No acronyms please)

Date submitted to reviewers: 01.26.2022
Requested Agenda Date: 02.09.2022

Rate increase for Franchise, Miller and Son's Disposal Inc. for South End of Co.

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


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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

DATE Department Director

DATE Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Solid Waste South End of County Franchisee, Miller and Son's Disposal Services LLC Had presented an increase of the solid waste rate schedule for their customer base. Following the Solid Waste management Ordinance it is to be presented to the Solid Waste administrator and with Directors absence Sandi Pointer, Manager of activities reviewed and recommend accepting or denying the request to the Solid Waste Advisory committee at their next scheduled meeting. Discussion with Ryan and Sharon Miller, Owners of Miller and Son's Disposal took place at the Solid Waste Advisory meeting held on January 25, 2022 with review by the Solid Waste advisory recommends the rate increase of 2% to the Advisory Committee. Mike Jewett Motions to approve the rate increase and take to the Board of Commissioners and Brian Evola seconds the motion to adopt the rate increase and the motion passes unanimously and recommend to be presented to the Board of Commissioners.

Please find included...

Ordinance Rate Standards 7.050 giving direction.

Miller and Sons Disposal services LLC letter Request for increase.

2. FISCAL IMPACT:

This increased Miller and Sons Disposal, Inc. rate of total income from Morrow County in order to provide services for the residence. Public Works impact would be an increase in fee's for hauling the drop boxes. These are covered with G/L Code 101.123.5.20.2215

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

Motion to accept the rate increase from Miller and Sons Disposal Services, LLC. and sign order to do so.

☒ Attach additional background documentation as needed.

8. Road closures.

7.050. Rate Standards.

Upon recommendation by the SWAC, the County Court shall be responsible for the determination of rates or the establishment of rates, the adjustment of existing rates, and the adjustment of existing rate differentials by zone. This determination shall be based upon information submitted by the franchisee and shall be determined at a public hearing.

When a franchisee wishes to adjust existing rates, a written request, with justification, shall be made to the Administrator. Before any rate is adjusted, the Administrator shall conduct an investigation and make a recommendation to the Solid Waste Advisory Committee (SWAC) at a regularly scheduled SWAC meeting, who will then make a recommendation to the County Court. The County Court shall consider the matter at a regularly scheduled public hearing. The County Court shall then issue an order, setting forth its findings and the appropriate rates and their effective date.

In consideration of rate adjustment, the SWAC and County Court shall give consideration to, but not be limited to, the following:

1. Current and projected revenues;
2. Current and projected operating expenses;
3. Acquisition and replacement of equipment;
4. Professional and consultant services;
5. Construction and maintenance costs;
6. Research, training, and development;
7. Special services;
8. Recycling costs;
9. Reasonable operating margin; and
10. Other matters as deemed relevant by the Court.

Where no rate has been established for a particular type of service, the County Court may establish an interim rate, pursuant to the factors listed above, and included therein shall be a time limit on the interim rate not to exceed 60 days until a final determination is made by the County Court.

7.060. Renewal of Franchise

The franchise shall begin, at the adoption of the order and shall be considered as a continuing five-year franchise. That is, beginning January 1 of each year, the franchise will be considered renewed for an additional five year term, unless at least ninety (90) days prior to January 1 of any year either party shall notify the other party in writing of intent to terminate further renewals of this franchise. The Court may later reinstate continuing renewals upon mutual agreement with the franchisee. Nothing in this section restricts the Court from suspending, modifying, or revoking the franchise for cause as outlined in succeeding sections of this Ordinance.

7.070. Interruption of Service

Whenever the Court finds that a franchisee's interruption of service could result in creation of a health hazard or a public or private nuisance, the Court shall have the right to, in an Emergency Order, issue a franchise to a qualified solid waste collector to provide service so long as the immediate danger to the public health, or public or private nuisance continues.

7.080. Enforcement and Corrective Action

The following actions may be taken:
Investigation.



MILLER & SONS WELDING, INC.
d.b.a. MILLER & SONS EXCAVATING
CCB #072395

Phone: (541) 676-9613
FAX: (541) 676-5298

61384 Dee Cox Road

P. O. Box 650

Heppner, Oregon 97836

January 24, 2022

Miller & Sons Disposal Services LLC is requesting a rate increase. The last increase we had was a substantial one in 2020. In the preceding years, we have incurred annual wage increases, increased fuel costs, insurance costs, and dump fees. With the growth of service customers locally & county wide also brings increased mileage on our trucks. We are proposing approx. a 2% increase across the board to keep the increase minimal to cover our costs. Our fuel has gone up 2,200 a month the last 3 months. These are just costs we can't continue to absorb alone.

Following is our proposal for increase:

- Rural residential customers will be increased to **\$ 26.00** (prior \$25)
- Local Heppner & Lexington (in town) will go to **\$ 23.00** (prior \$22.50)
- Rural dumpsters will be **\$ 82.00** (prior \$80)
- Local Business dumpsters will be **\$ 82.00** (prior \$80)
- Roll-off truck will be **\$105/hr** (prior \$100)
- Dump Fees for roll-off will be \$ 25.00/ton (prior \$21)
 - Daily rental will remain the same of \$ 6/day
- County Transfer Station containers hauled to Finley will be **\$180** (prior \$175)
- County Transfer Station containers hauled to Hermiston will be **\$ 270** (prior \$260)

Since our last increase, we have purchased another automated truck, 1 additional 30 yard roll-off box, 20 300 gallon dumpsters & 60 65 gallon carts. As our customer base grows, so will our inventory. Thank you for your cooperation and help through this process.

Thank you

Ryan Miller
Miller & Sons Disposal LLC

MORROW COUNTY
SOLID WASTE ADVISORY COMMITTEE (SWAC) Minutes
01/25/2022
12:00 pm

Introductions/informal discussion – Introductions around the room,
Attending Don Russell and Sandi Pointer, Virtual was, Mike Jewett, Brian Evola,
Jeremey Fink, Sharon and Ryan Miller, Kevin Miracle, Joslyn Jones and Lourie
Gordon.

- Solid Waste Advisory Committee Review - Reviewing the Solid Waste advisory members and getting replacement for Mike Jewett representing position five, Franchise collector and asking members to appoint Kevin Miracle. *Don Russell makes the motion to appoint Kevin Miracle and Brian Evola 2nds the motion and the motion to appoint Kevin Miracle to represent position five for the SWAC committee member.*
- *Approve minutes from 10/26/2021 – Sharon Miller motions to approve the minutes from 10.26.2021. Brian Evola seconds the motion, the minutes stand unanimously.*
- Report with Sanitary Disposal, Inc. Kevin Miracle reports up 16,500 tons from Morrow Co. Waste Connections is putting some funds back into Sanitary Disposal with additional roll off boxes, 30-yard containers, rear load boxes, and sharing and utilizing equipment from sister companies. Clean up in dessert winds area, challenges are getting the cardboard out and processed at \$120.00 a ton it makes an impact. Trucking is a challenge and seems to continue to be a challenge. This current time the COVID Pandemic is taking its toll and seems to be running its course. Mr. Russell asks if they are seeing a problem with supply on materials and equipment as other agencies are, and Kevin mentions yes seeing some delay.

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 Sandra Pointer (541) 989-9500.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Committee may consider additional subjects as well.

- Report by Ryan Miller with Miller and Sons Disposal, Ryan Miller starts off with mentioning asking for a slight rate increase using a cost analysis an average expense gives the rate about a 2% increase. The handout reflects what would affect. He explains the annual wage increased and the increased fuel costs along with the insurance costs are working to inflate the numbers. Pointer asks committee members to motion to get a recommendation from the SWAC committee to recommend to the Public Works which will go to the Board of commissioners for approval. *Motion to accept from Mike Jewett for the rate increase with Miller and Sons Disposal and Brian Evola seconds the motion and it is a unanimous approval. For the record, Don Russell sustains from the motion as he is a Board of Commissioner.*
- Report by Waste Connection, Finely Buttes Brian Evola reports averaging about 2500 tons a day into Finley Buttes, weather impacts this a bit and once weather gets better tons will increase, The construction of the cell is slowed a little do to supply of materials. Dealing with COVID positive cases as the others claim. Dealing with struggles on that. Layout of the facility is good to keep the spread at a minimum. Jewett question Brian on the Windmill blades that had been brought to Finley Buttes, Brian said the ones that they did get were crushed and didn't impact a lot, but have not seen any after that. Russell mentions the waste from the Shepard's Flat re-blade project, that material is going to a site that recycles grinding and using in a concrete mix.
- Lourie Gordon mentions at next meeting she would like to do a presentation for recycling and will be put on the agenda April 26, 2022
- Schedule Date for Next SWAC Meeting – April 26, 2022

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 Sandra Pointer (541) 989-9500.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Committee may consider additional subjects as well.

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

In the Matter of Rate Increase for)
Solid Waste Collection by) ORDER No. OR-2022-2
Miller and Sons Disposal Services LLC)

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

WHEREAS, Miller and Sons Disposal Services LLC, has proposed to increase its solid waste collection rates in Morrow County; and

WHEREAS, the proposed rate increases are as set forth in Exhibit “A” attached hereto; and

WHEREAS, Section 7.050 of the Morrow County Solid Waste Management Ordinance sets forth procedures for adjustment of existing rates; and

WHEREAS, Morrow County Public Works Solid Waste Administrator recommended approval of the proposed rate increase by the Solid Waste Advisory Committee; and

WHEREAS, the Solid Waste Advisory Committee reviewed and recommended approval of the rate increase proposed by Miller and Sons Disposal Services LLC, effective February 9, 2022; and

WHEREAS, the proposal and recommendations were presented to the Morrow County Board of Commissioners on February 9, 2022; and

WHEREAS, based on the written request with justification for the rate increase by Miller and Sons Disposal Services LLC, the investigation and recommendation of the Solid Waste Administrator, and the recommendation of the Solid Waste Advisory Committee, the Morrow County Board of Commissioners finds that the proposed rate increase is appropriate; and that the effective date would be February 9, 2022.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Morrow County Board of Commissioners adopts the proposed rate increase for solid waste collection by Miller and Sons Disposal Services LLC, as set forth in Exhibit “A” attached herein; and
2. The rate increase shall be effective February 9, 2022.

BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON

Dated this 9th day of February 2022

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

County Counsel

EXHIBIT A

| | |
|-------------------------------------------------------------|--------------------------------|
| Rural residential customers: | \$ 26.00 (prior \$25.00) |
| Local Heppner & Lexington (in town): | \$ 23.00 (prior \$22.50) |
| Rural dumpsters: | \$ 82.00 (prior \$80.00) |
| Local Business dumpsters: | \$ 82.00 (prior \$80.00) |
| Roll-off truck: | \$105.00/hour (prior \$100.00) |
| Dump Fees for roll-off: | \$ 25.00/ton (prior \$21.00) |
| ▪ Daily rental: | \$ 6.00/day (prior \$5.00) |
| County Transfer Station containers hauled to Finley Buttes: | \$180.00 (prior \$175.00) |
| County Transfer Station containers hauled to Hermiston: | \$270.00 (prior \$260.00) |



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

(For BOC Use)
Item #
7a

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

Presenter at BOC: Justin Nelson

Date submitted to reviewers: 2/4/2022

Department: District Attorney

Requested Agenda Date: Boc Convenience

Short Title of Agenda Item:

(No acronyms please)

Out of State Travel Notice- NDAA Investigating and Prosecuting Sexual Assault Training

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director
[Signature] 2/2/22
DATE Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

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

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

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

Section 3.5 Travel:

Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the county administrator and with no further approval required.

2. FISCAL IMPACT:

Cost for conference, travel, and hotel. Budget through training account for CAMI (Child Abuse Grant) with remaining funds that had not been used based upon Child Abuse Conference being cancelled.

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

Motion to authorize out of state travel for Morrow County District Attorney.

☒ Attach additional background documentation as needed.



COURSE AGENDA

INVESTIGATING AND PROSECUTING SEXUAL ASSAULT

April 11 - 14, 2022
Omni La Mansión del Rio RiverWalk
112 College Street
San Antonio, TX

Madero Room – 5th floor

*Attendees must wear their name tags to all events.
Please turn off cell phones during all sessions.*

WEB AGENDA*

DAY 1: Monday, April 11, 2022

- | | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8:00 AM | Check-in and Registration |
| 8:30 AM | Welcome and Orientation |
| 8:45 – 10:15 AM | #MeTOO : When the World is Watching Navigating Social Media Attacks and Their Impact on the Investigation, Charging, and Prosecution of Sex Assault Cases |
| 10:15 – 10:30 AM | Break |
| 10:30 – 12:00 PM | Unveiling the Stealth Juror: Intimate Partner, The Unfamiliar Suspect, Child Molestation, and Statutory Rape Cases |
| 12: 00 – 1:30 PM | Lunch (on your own) |
| 1:30 – 2:45 PM | The Myths... The Realities... The Investigation Corroborating the Victim |
| 2:45 – 3:00 PM | Break |
| 3:00 – 4:30 PM | Vicarious / Second Hand Trauma and Self- Care |

Adjourn for the day



COURSE AGENDA

DAY 2: Tuesday, April 12, 2022

| | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8:30 – 10:00 AM | Stop Victim Bashing: Understanding Counterintuitive Behaviors and the Neurobiology of Trauma |
| 10:00 - 10:15 AM | Break |
| 10:15 - 11:30 AM | Effective Approaches for Understanding and Utilizing Trauma Informed Interviewing |
| 11:30 – 1:00 PM | Lunch (on your own) |
| 1:00 – 2:00 PM | Sexual Assault, Serial Rape, Human Trafficking – The Charging Decision |
| 2:00 – 2:15 PM | Break |
| 2:15 – 3:45 PM | Protecting Your Victims: Proactive Motions Practice <i>Ken Kupfner</i> |
| 3:45 – 4:00 PM | Break |
| 4:00 – 5:15 PM | Strategically Identifying and Managing the Weaknesses in your Case Including the Decision to Use Expert Witnesses (Recanting Witnesses, Alcohol and/or Drug Facilitated Sexual Assaults, Witness Intimidation and Forfeiture by Wrongdoing, <i>Crawford</i> Considerations) |

Adjourn for the day

DAY 3: Wednesday, April 13, 2022 -

| | |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| 8:30 – 10:00 AM | Ethical and Professional Responsibility Concerns with the Investigation, Charging and Trial of the Sexual Assault Case |
| 10:00- 10:15 AM | Break |
| 10:15 – 11:45 AM | Uses and Misuses of Technology: Victim Safety in the 21st Century |
| 11:45 – 1:00 PM | Lunch (on your own) |



COURSE AGENDA

| | |
|-----------------|-------------------------------------------------------------------------------------------------|
| 1:00 – 2:15 PM | Investigating and Prosecuting Sexual Assault on the Dark Web |
| 2:15 – 2:30 PM | Break |
| 2 :30 – 3:45 PM | Cross Examination of Defendants and Their Expert |
| 3:45 - 4:00 PM | Break |
| 4:00 – 5:15 PM | Collaborating with College Campuses and Title IX: Campus Sexual Assault Investigation and Trial |

Adjourn for the day

DAY 4: Thursday, April 14, 2022

| | |
|------------------|-----------------------------------------------------------------------|
| 8:30 – 10:15 AM | It's not Court TV- It is the Visual Trial and Law of the Visual Trial |
| 10:15 – 10:30 AM | Break |
| 10:30 – 12:00 PM | Prosecuting Sexual Assaults of Elders |

Course Concludes

* Please note that this is a tentative schedule. Course titles and content may be subject to change.

No part of this schedule may be duplicated by any means. No audio or videotaping of any presentation is allowed during this course. Statements, points of view or opinions stated during this course or in publications distributed during the course are those of the speakers or authors and do not represent the official position of the National District Attorneys Association. Information dealing with a specific legal matter should be researched in original and current sources of authority.



[Home](#) > [Training](#) > [National](#) > Investigating and Prosecuting Sexual Assault

Investigating and Prosecuting Sexual Assault

📅 April 11 - 14, 2022

San Antonio, TX

[REGISTER](#)

[HOTEL RESERVATIONS](#)

With backlash against victims, police, prosecutors and the criminal justice system, to frequent lack of scientific evidence and eyewitnesses, isolation in a pandemic, social media attacks, and sexual sensationalism by the entertainment industry, sexual assault cases are some of the most difficult to prosecute. Join our experienced multi-disciplinary faculty as they discuss issues essential to effective investigation, charging, case management, victim assistance, witness techniques and development, pretrial practice, litigation and sentencing in these complex cases. Share your concerns and obtain successful strategies to manage these cases effectively.

Topics Include:

- The Myths & Realities: The Investigation and the Crime Scene
- Effective Approaches for Utilizing Trauma Informed Interviewing
- It's not Court TV- It is the Visual Trial and Law of the Visual Trial
- Unveiling the Stealth Juror
- STOP VICTIM Bashing: Counterintuitive Behavior and Overcoming the Consent Defense
- Sexual Assault, Serial Rape, Human Trafficking - The Charging Decision
- Strategically Identifying and Managing the Weaknesses in your Case
- When the World is Watching: Navigating Social Media Attacks
- Utilizing the Medical Expert : Sexual Assaults and Sex-Related Homicides

- The Neurobiology of Trauma and Vicarious Trauma
- Prosecuting Sexual Assaults of Elders
- Cross Examination of Defendants and Their Expert
- Ethical and Professional Responsibility Concerns with the Investigation, Charging and Trial of the Sexual Assault Case
- Use of Experts - When, How, and Where to Find Them
- Witness Issues: Recanting Witnesses, Alcohol and/or Drug Facilitated Sexual Assaults, Witness Intimidation and Forfeiture by Wrongdoing
- #MeTOO - The Impact on the Investigation, Charging, and Prosecution of Sex Assault Cases
- Collaborating with College Campuses and Title IX: Campus Sexual Assault Investigation and Trial
- Uses and Misuses of Technology: Victim Safety in the 21st Century
- Protecting Your Victims: Proactive Motions Practice
- and much more!

✓ **Tuition**

Costs*:

NDAA Member: \$745

Non-member: \$895

NDAA adheres to a policy of non-discrimination in admissions and administration.

*Course tuition includes admission and course materials.

Special Discounts:

- The first attendee from an office pays full tuition; each additional attendee from the same office *will receive a \$50 discount when registered at the same time.*
- All active military members will receive a 10% discount on the course registration.

Limited Number of Tuition Scholarships available.

Interested in a scholarship? Apply now!

The National District Attorneys Association (NDAA), with the assistance of the American College of Trial Lawyers Foundation, is able to provide tuition assistance for Prosecutors who would like to attend our courses. Please find information regarding scholarship eligibility and the application process [here](#).

Tuition must be paid in full prior to the first day of the course. You will not be admitted if you have an outstanding balance. If you would like to make a payment on-site, please see the Program Director upon arrival.

Payments may be made by check, money order or credit card.

Make check(s) payable to NDAA, please list your invoice number on the memo line and send the payment to:

National District Attorneys Association
PO Box 1449
Maryland Heights, MO 63043-0149

For efficient processing, checks are sent to a bank lockbox.

**To obtain an invoice, please register for the course and select "check/money order" on the payment screen.

NDAA Cancellation, Refund & Substitution Policy:

Please submit all requests to NDAA in writing via email to Logan Silverman at lsilverman@ndaajustice.org. All registration cancellations and refund requests must be made 30 calendar days prior to the first day of the NDAA event to receive a full refund. Full refunds cannot be approved for requests received after this date. Should you need to cancel your registration less than 30 days but more than 14 days before the event, a 75% refund will be granted with a written request. NDAA regrets that refunds/credit will not be given for cancellations within 14 days of the event or for no-shows. However, substitutions are gladly accepted at any time. Should another office member want to attend the course in your place please contact Logan Silverman at lsilverman@ndaajustice.org. Training credit must be applied to a new registration prior to September 30, 2022.

**NDAA reserves the right to update this policy on an as-needed basis.*

For more information on NDAA's policies and procedures, including our Code of Conduct, please visit our [Policies](#) page.

> **CLE**

> **Eligibility Statement**

> **Course Location**

> **Tentative Course Schedule**

> **Visiting San Antonio**

ADDITIONAL QUESTIONS?

Program Director [Candace Mosley](#) or Project Coordinator [Logan Silverman](#).

National District Attorneys Association

1400 Crystal Drive, Suite 330
Arlington, VA 22202

✉ [Contact Us](#)

☎ [703.549.9222](#)

📘 [Facebook](#)

🐦 [Twitter](#)

📺 [YouTube](#)

📝 [Blog](#)

📺 [Vimeo](#)

[Join NDAA](#) [Member Login](#)

[Learn](#)

[NTLC](#)

[Programs & Initiatives](#)

[Staff](#)

[Engage](#)



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

(For BOC Use)
Item #
7b

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

Presenter at BOC: Darrell Green

Department: Administration

Short Title of Agenda Item:

(No acronyms please)

Association of Oregon Counties Dues Invoice

Date submitted to reviewers:

Requested Agenda Date: 2/9/2022

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director

Required for all BOC meetings

Darrell Green 2/4/2022
DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County received our membership dues invoice from the Association of Oregon Counties (AOC).

There is a change in the invoice this year. The voluntary dues are now and will continue to be included in the AOC General Fund dues.

Attached is the invoice which includes a descriptive narrative for the Dues.

2. FISCAL IMPACT:

\$18,837.92- GL 101-101-5-20-2411

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

Motion to approve the AOC membership dues invoice as presented.

☒ Attach additional background documentation as needed.

AOC ASSOCIATION OF OREGON COUNTIES

January 24, 2022

Chair Jim Doherty
Morrow County

Dear Chair Doherty,

Thank you for your membership in the Association of Oregon Counties (AOC). We are honored to have Morrow County as a member of AOC!

AOC programs and services provide counties with opportunities and support to engage in innovative and transformational county solutions, enhance the public's understanding of county government, and exercise exemplary leadership in public service.

AOC strives to deliver members with innovative solutions and programs to save you money, time, and resources, as well as elevate your work in your counties. Below are just a few of the many benefits available to AOC members in 2022:

- **Save Money with CIS.** CIS continues to partner with AOC to provide Oregon's counties with the best coverage at the best price. Property insurance, general liability, workers' compensation, employee benefits, risk management, legal defense, loss prevention, and claims management are all offered to AOC members at very competitive rates.
- **Leverage Relationships with County Partners to Find Solutions.** County Solutions provides commissioners, judges, chairs, and county staff with capacity and support to convene stakeholders to address complex issues and complete challenging projects in your communities.
- **Learn Best Practices Across the State.** Participate in AOC's Membership Exchange Program designed to provide commissioners, judges, and chairs the opportunity to connect with their peers, build relationships, and learn best practices and innovative solutions from counties throughout the state.
- **Engage on the State and Federal Levels.** AOC provides a path to nomination to state and national boards, commissions, and task forces.

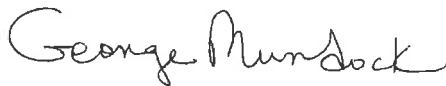
With our timely advocacy for county interests in Salem and through the National Association of Counties (NACo) in Washington, D.C., we provide counties with a collective voice on issues facing Oregon's diverse needs. Advocacy efforts range from community and economic development and transportation to health and human services and veterans, to natural resources and public safety. In addition, these efforts include specialty advocacy issues like federal land management. In 2021, AOC successfully worked with key stakeholders to:

- Secure \$144.1 million for county courthouses.
- Strengthen Oregon county-based human service systems with a historic \$4 billion investment in the key public and behavioral health, housing, and overall human service resources.
- Develop comprehensive wildfire policy and secure \$220+ million investment for risk, recovery, and response.
- Secure full funding for community corrections, including program expansion.
- Secure \$120+ million in broadband investments.
- Sustain veterans funding, including resources for county veteran service officers.

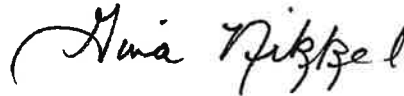
We hope you will engage with AOC in 2022. There is no better way to shape our state advocacy efforts than to join a steering committee. Committees are open to all AOC members, and we urge you to get involved. We continue to see record levels of participation in our steering committees and hope this trend will continue. We also hope to see you at our Annual Conference in Eugene in November.

Please be sure to take advantage of all that your membership has to offer. We are here to help. AOC values your continued participation and membership.

Thank you,



George Murdock
President, AOC
Commissioner, Umatilla County



Gina Firman Nikkel, Ph.D.
Executive Director, AOC

UNITED COUNTIES. UNITED OREGON.

1212 Court St. NE | Salem, OR 97301-4181 | 503.585.8351 | www.oregoncounties.org

| | | |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Morrow County | | Invoice no. 2022 AOC |
| TO: jdoherty@co.morrow.or.us | CC: mlindsay@co.morrow.or.us drussell@co.morrow.or.us dgreen@co.morrow.or.us rlutcher@co.morrow.or.us | For the period of: Jan. 1 - Dec. 31, 2022 |

| Description (see page 3 for descriptive narrative on dues categories) | Amount |
|----------------------------------------------------------------------------------------------------------------|--------------------|
| AOC General Fund Dues* | \$18,517.47 |
| CFTLC (Council of Forest Trust Land Counties) Dues ** ((\$0.00 indicates membership not applicable) | \$- |
| CFTLC Special Voluntary Assessment Dues (voluntary dues, \$0.00 indicates membership not applicable) | \$- |
| Federal Land Management Subcommittee ((\$0.00 indicates membership not applicable) | \$320.45 |
| Total amount due: | \$18,837.92 |

**payment of dues marked required for AOC membership*

***payment of dues marked required for CFTLC membership*

Please direct inquiries to:

Fiscal Services
Email: accounting@oregoncounties.org
Phone: 503.585.8351

**Please submit check payment along
with a copy of this invoice to:**

Association of Oregon
Counties 1212 Court Street
NE
Salem, OR 97301-4181

Invoice – Continued

Invoice no. **2022 AOC**
For the period of:
Jan. 1 - Dec. 31, 2022

Description Narrative for Dues

AOC General Fund Dues* (required for AOC membership)

General fund dues support legislative advocacy and policy development, educational opportunities and meetings, member communications, and technical assistance, as well as AOC's core operational expenses including finance, insurance, utilities, and supplies.

Dues are calculated using a tiered base fee determined by population. The remaining dues are divided in half, with 50 percent allocated towards the county's share of assessed value, and 50 percent allocated towards the county's share of population. Figures used to determine these calculations are obtained from the Department of Revenue and Portland State University (PSU) Population Research Center (updated by AOC every three years). The formula is capped so no county will pay more than 20 times the lowest base fee (\$10,000 in 2022). Dues increase annually by 3 percent. Increases of 3.1 percent to 5 percent can be implemented annually with approval from the AOC Board of Directors. Increases of 5.1 percent or more require approval from the AOC membership.

In 2022, dues have been increased by 5 percent as approved by the AOC Board of Directors in May 2021. In addition, the updated dues structured as been applied – which increases the base fee for all counties.

Council of Forest Trust Land Counties (CFTLC) Dues** (required for CFTLC voting privileges)

CFTLC dues finance the activities of the CFTLC, created to represent the interests of the 15 Oregon counties that contain forest lands administered by the State Department of Forestry. These dues support advocacy and professional services to promote and protect the counties' interests in Oregon's forest trust lands. Dues are based upon an approved budget and comparative forest trust land acreage by county.

In 2022 dues have increased by 5 percent as approved by CFTLC member in November 2021.

Council of Forest Trust Land Counties (CFTLC) Special Voluntary Assessment Dues (voluntary dues)

CFTLC special voluntary assessment dues enables CFTLC to retain critical specialized contract services to protect counties' interests in the forest trust lands. The assessment is based on the CFTLC dues formula described above.

In 2022 dues have increased by 5 percent as approved by CFTLC member in November 2021.

Federal Land Management Subcommittee Dues (voluntary; required for voting privileges)

Federal land management subcommittee assessment dues are directed to advocacy on federal land management issues. Funds allow AOC to coordinate with other national efforts, obtain professional services, and conduct communications campaigns on federal legislation. Dues are based on the county share of the latest annual national forest receipts payments or successor safety net payments.

In 2022, no dues increase has been assessed.



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

(For BOC Use)
Item #
7c

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

Presenter at BOC: Tamra Mabbott, Planning Director

Date submitted to reviewers: February 7, 2022

Department: Planning Department

Requested Agenda Date: February 9, 2022

Short Title of Agenda Item:

(No acronyms please)

Letter to Oregon Department of Agriculture from Morrow County and Umatilla County, requesting extension of funding for Subcommittee research work with Oregon State University.

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:


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

Reviewed By:

Tamra Mabbott 2/07/2022 Department Director

DATE

Required for all BOC meetings

 2/7/22 Administrator

DATE

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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):

Co-Chairs of the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Subcommittee, Commissioner Melissa Lindsay and Umatilla County Commissioner Dan Dorrان, request county approval to send attached letter to Oregon Department of Agriculture. The letter requests that ODA review and process funding from Oregon Legislature that was secured for purposes of studying nitrates in the LUBGWMA. There have been staffing and other delays and the partnership with the Subcommittee and Oregon State University Institute for Water and Watersheds cannot begin until ODA releases the funds. The letter also requests that ODA add a budget note or other necessary language that would allow extension of time to spend funding if necessary, beyond the current biennium.

2. FISCAL IMPACT:

None direct to county.

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

Approve the attached letter and authorize Chair Doherty to sign.

☒ Attach additional background documentation as needed.



**Morrow County
Board of Commissioners**



**Umatilla County
Board of Commissioners**

February 9, 2022

Isaak Stapleton, Director
Natural Resources Program
Oregon Department of Agriculture
635 Capitol Street N.E.
Salem, OR 97301
Via Email: isaak.stapleton@oda.oregon.gov

Dear Mr. Stapleton,

The Board of County Commissioners for Morrow and Umatilla Counties would like to thank you for your efforts in facilitating the hiring of a researcher using the \$250,000 of one-time funds authorized by the Oregon Legislature in House Bill 5006 (2021), to fund research through Oregon State University related to nitrate levels in the Lower Umatilla Basin Groundwater Management Area. Morrow and Umatilla Counties are supportive of this research effort so that historic groundwater contamination in the Basin can be comprehensively understood and addressed effectively and efficiently.

It is our current understanding that the procurement documents related to the hiring of a researcher are currently under review. As you are aware, time is of the essence regarding the use of these one-time funds provided by the Legislature, as the funds are set to expire in June 2023. We appreciate your efforts in furthering the review of this procurement and the hiring of a researcher.

We also understand that the Department of Agriculture is developing its 2023-2025 Agency Request Budget. As the funds identified above are one-time funds, set to expire in 2023, we respectfully request the Department of Agriculture include a placeholder (or any other vehicle the Department deems appropriate) to preserve or renew these funds in case the research work is not completed by June 2023.

Morrow and Umatilla Counties appreciate the support of the Legislature, the Oregon Department of Agriculture, and Oregon State University in addressing this very important issue.

Morrow County

Umatilla County

Jim Doherty, Chair

John Shafer, Chair



MEMORANDUM

To: Morrow County Board of Commissioners
 From: Tamra Mabbott, Planning Director
 CC: Planning Commission
 BOC Date: February 9, 2022
 RE: Monthly Planning Update

Planning Commission Update

On January 25, 2022 Planning Commission held their first meeting in the new County North Morrow Annex Building in Irrigon. Staff hosted a light meal and a tour of the new building. Four applications were approved; one application was continued to February. Although permanent media equipment is on back order and not yet installed, staff were able to utilize older equipment so that the meeting was available for participation in person and on zoom.

Everyone is enjoying the beautiful new building. We still have a few boxes to unpack and furnishings to order but the new work space is appreciated by staff and customers.

Current Planning Activity January 2022:

- Zoning Permits – 8
- Land Use Compatibility Reviews – 7
- Rural Addresses – 2
- Agriculture Building Permit Exemption – 3
- Land Partitions – 3
- Replats - 2
- Variance – 1
- Conditional Use Permit - 1

Columbia River Heritage Trail

The Eastern Oregon Visitors Association (EOVA) trail coordinator is coordinating funding assistance for trail projects in the EOVA region which includes most of eastern Oregon. The trail marker and signage inventory report will be ready to share with Planning Commission at their February 22nd meeting. Folks interested are encouraged to contact the Planning Department. The final version will also be posted on the website.

Natural Hazard Mitigation Plan (NHMP)

County will soon begin working on the 2022 update of the NHMP. Updates are required every 5 years. Paul Gray, Emergency Manager, will be the lead. Pam Reber, Natural Hazards Planner with the Oregon Department of Land Conservation & Development (DLCD) will be the state agency lead. Federal Emergency Management Agency (FEMA) awarded funds for the NHMP Update.

Tourism

After responding to Request for Proposals to provide support and advocacy for tourism promotion in Morrow County, the Board of Commissioners entered a contract with Karie Walchli who has provided similar services in Umatilla County for 12 years. Planning Director and Board Chair Doherty met with Ms. Walchli to kick off her work in Morrow County. She will be working with chambers of commerce and any group interested in tourism development in Morrow County. Anyone interested may contact Karie at: karie.walchli@gmail.com

Speaking of tourism, Planning staff developed an informational brochure targeted at landowners and enterprising individuals interested in starting an agri-tourism business. The brochure is attached and will be on the department website soon.

Energy Projects

Staff hosted three pre-application meetings for new solar projects. Staff helped coordinate an informational session with Oregon Department of Energy and Idaho Power Company. Status of renewable energy projects in Morrow County can be found here: <https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Grants Round Up:

1. The first of two planning grant projects for the Willow Creek Valley will begin in mid-March. Staff and consultant ECONw, an economics, finance and planning firm are coordinating dates to begin the work. Residents of Ione, Lexington and Heppner interested in either project please contact your city hall or County Planning Department.
2. Staff continues to work on a planning grant application with the US Navy to codify and implement recommendations of the Military Economic Advisory Committee (MEAC). The scope of the project has been expanded to address Statewide Planning Goal 13 Energy Conservation

Water and Land Use

Planning Director, serving as the land use planner representative on the Division 10 Rule Advisory Committee (RAC) with Oregon Water Resources Department has continued review. The purpose of the RAC is to review existing Administrative Rules for designating new Critical Groundwater Areas (CGWA). New rules would then be forwarded to the Oregon Water Resources Commission (OWRC). Morrow County has three designated CGWA areas and one classified area. The CGWA designation imposes significant restrictions on water use and thus impacts land use. Several other areas in the state have requested a CGWA designation, including Harney County and Klamath County.

Code Enforcement

New compliance Planner, Katie Keely, completed renewals of hardship permits and has begun the work to review Home Occupation permits. Ms. Keely has been busy in the field and in the office.

Other

Two staff members are participating in a 12-week leadership training by the National Association of Counties (NACO). Tamra Mabbott, Planning Director, and Stephanie Case, Planner II recently completed part one of a four-part course along with nine others from Morrow County.

Planning Staff have been working a comprehensive inventory of all Ordinances approved by county. Look for that on the website soon.

Planning Trivia Question of the Month: Who owns land adjacent to the Columbia River in Morrow County?

Answers to last month's trivia question: How many square feet in an acre? How many acres in a square mile? There are 43,560 square feet in an acre of land and 640 acres in a square mile.



Morrow County

Exclusive Farm Use Zone

Agri-Tourism Opportunities

**Morrow County Planning
Department**

215 NE Main Ave
Irrigon, Or 97844
Phone: 541-922-4624

www.co.morrow.or.us/planning

What is Agri-tourism?

In 2011 the Oregon Legislature passed Senate Bill 960 (SB960) allowing counties to permit agri-tourism and other commercial events or activities.

Morrow County has adopted regulations to allow Exclusive Farm Use property owners to hold a permit for a certain number of events for profit each year on their property.

What kind of permit is required for Agri-tourism events?

Morrow County Planning makes land use decisions for Agri-tourism events. There are three types of Agri-tourism permits as summarized here:

“Single Event” licenses for one event each calendar year for a maximum of 72 consecutive hours, up to 500 attendees, and onsite parking for 250 vehicles.

“Six Events” Limited Use Permits for up to six events in a calendar year for a maximum of 72 consecutive hours per event and may be valid for two calendar years.

“18 Events” Limited Use Permits for up to 18 events each year on a parcel of at least 160 acres in size. Events are incidental and subordinate to the existing commercial farm use of the parcel and necessary to support commercial farm uses or agricultural enterprises in the area.

How to obtain an Agri-tourism permit?

Morrow County Planning issues Land Use Permits for Agri-tourism events. You can download a Land Use Request Application from planning’s web page at www.co.morrow.or.us/planning or request the application from the planning office. You will also need to complete a Supplemental Application addressing information specific to the proposed event. Planning staff are available each day from 9am-5pm and are happy to help.

What happens after I submit the application?

The Planning Director shall review the application and all information submitted with it and evaluate whether the application is complete enough to process. Within 30 days of receipt of the application, the Planning Director shall complete this initial review and issue to the applicant a written statement indicating whether the application is complete enough to process, and, if not, what information must be submitted to make the application complete.

What type of conditions will be placed on Agri-tourism events?

Specific Conditional Use Permit Standards for Agri-tourism events are listed in the Morrow County Zoning Ordinance (MCZO) section 3.010 (22)(J). Along with limitations on the number of events, event hours, vehicles and attendees, parking, additional standards that may apply include:

- Events must be incidental and subordinate to the existing farm use on the tract of land.
- Events must occur outdoors, in temporary structures, or existing permitted structures, subject to fire and life safety requirements.
- Events must not cause the land to be altered, such as grading, filling or paving, etc.
- Events in combination with other Agri-tourism events, commercial events or activities authorized in the area shall not alter the stability of the area land use pattern.

What can I do without an Agri-tourism permit?

If you are operating a farm in an EFU zone you may have u-pick, u-cut, hay rides and conduct activities for children such as picking pumpkins from a pumpkin patch. These activities generally are part of the commercial farming operation and do not require a permit.



What about farm stands?

The main purpose of a farm stand is the sale of farm crops and livestock grown on the farm, or grown on other farm operations in the local agricultural area. Farm products may include both fresh and processed items such as jams, syrups, apple cider, cheese, cured meats and similar farm crop and livestock products, but not prepared foods.

Incidental items and fees from promotional activities are allowed and may not make up more than 25 percent of the total annual sales from the farm stand. Incidental items could include food utensils, hats, sunscreen, etc.

The farm stand structure must be designed and used for the sale of farm products and may not include a structure for occupancy as a residence or for other activities for banquets, public gatherings or public entertainment.

What kind of permit is required for a farm stand?

Morrow County Planning issues a Zoning Permit for constructing and operation of a farm stand. The Zoning Permit requires a site plan review and may be issued over the counter while the applicant waits. You can download a Zoning Permit from the Planning Department web page at <https://www.co.morrow.or.us/planning> or request the application from the planning office.



Support HB 4127: Protecting Oregon Livestock, Protecting Oregon Wolves

HB 4127 allocates much-needed resources to Oregon's Wolf Management Compensation program. The program fosters co-existence. When wolves move into range and pastures, cows, sheep, llamas and alpacas grow anxious and stressed, lose weight and slow milk production for their young. Keeping animals separate means constant vigilance, creativity as well as equipment and range riders. Finally, when a wolf or pack preys on cows or sheep, even the loss of single grown animal can cost a producer over \$1000.

The Wolf Management Compensation program provides funding through grants to Oregon counties. Counties employ various tools to reduce wolf-livestock conflict, including range riders who can deter wolves roaming near cattle and sheep. Counties have varying costs due to geography and needs.

In 2021, Oregon Fish and Wildlife **confirmed over 75 instances** of wolves killing or injuring calves, sheep, and dogs across Oregon (compared to 21 confirmed in 2020). This doesn't include unconfirmed kills or loss of animals without explanation, which are substantial. This year, Wallowa County saw an 8% increase in calf loss over natural mortality, a significant increase from past years. An estimated 679 calves and 47 cows went missing in 2021 in areas with high wolf activity. The burden of permissive management of wolves on Oregon ranchers has never been higher.

Current Program

Overall 75% of the funds allocated to the program were spent on deterring conflict. Only 19% was spent to directly on compensation for killed livestock, 4% for claims for missing animals, and 1% to county administrative requests.

| | Requested | Awarded |
|---------------------------|------------------|------------------|
| Prevention and deterrence | \$301,971 | \$98,500 |
| Compensation for loss | \$24,819 | \$24,819 |
| Missing animals | \$19,818 | \$4,900 |
| Administrative Requests | \$1,945 | \$1,945 |
| Total | \$368,899 | \$130,164 |

Get the FACTS: NONE of the funding is used for lethal take of wolves. Opposing this program serves NO scientific or conservation goals.

Wolf Conservation and Management go Hand-in-Hand.

Support farmers and ranchers. Support Wolves.

Support HB 4127

For questions contact: Rocky Dallum, rockydallum@tonkon.com

Lauren Smith, lauren@oregonfb.org

Ready, Set, Grant!

Getting Your Organization Funding Ready

This 5-session virtual grant-writing and fund preparedness training is targeted to small, rural nonprofits in the Pacific Northwest and begins March 31.

REGISTER NOW

\$50 Registration Fee

ABOUT THE PROGRAM

If you are looking to improve your organization's ability to find and sustain funding, this training will help with basic concepts and provide a roadmap to funding success.

A limited number of organizations will be eligible to receive one-on-one coaching from Kristin Monahan of [Kelley Nonprofit Consulting](#).

SESSIONS

Session 1 - Thursday, March 31: 10 am – 1 pm
"Building Blocks for Funding Success"

Session 2 - Thursday, April 7: 10 am – 12 pm
"Budgeting Strategies for Organization and Project Success"

Session 3 - Thursday, April 14: 10 am – 12 pm
"Finding Funding and Diversifying Revenue Streams"

Session 4 - Thursday, April 21: 10 am – 12 pm
"Grant Funding Basics"

Session 5 - Thursday, April 28: 10 am – 12 pm
"Meet the Funders"

QUESTIONS?

Contact: Jennifer Groth, Rural Development Initiatives

email: jgroth@rdiinc.org
phone: 541-217-8293

Ready, Set, Grant! is offered in partnership by:



Thank you to our funder!



REGISTER NOW