

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, February 16, 2022 at 9:00 a.m.  
Bartholomew Building Upper Conference Room  
110 N. Court St., Heppner, Oregon  
**See Zoom Meeting Info on Page 2**

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Accounts Payable and Payroll Payables
  - b. Minutes: December 22<sup>nd</sup>
  - c. Reappointment Request to the Budget Committee
  - d. Amendment 3 to Oregon Health Authority Intergovernmental Agreement #169524 for the Financing of Public Health Services
  - e. Website Vendor Agreement Renewal
  - f. Department of Land Conservation and Development Intergovernmental Agreement #21048 – Housing Implementation Plan
5. **Legislative Updates**
6. **Business Items**
  - a. Next steps in the Mormon cricket control efforts (Jordan Maley, Gilliam County/Oregon State University Extension)
  - b. Mutual Aid Agreement with Umatilla County for Public Health Services – Modernization Collaboration, Climate Adaptation Assessment (Nazario Rivera, Public Health Director)
  - ~~c. Grazing Permits & Agreements for Property in Morrow & Grant Counties (Greg Close, Parks General Manager)~~
  - d. Building Project Updates
7. **Department Reports**
  - a. Community Corrections Semi-Annual Report (Lt. Dan Robbins)
  - b. Treasurer's Monthly Report (Jaylene Papineau)
  - ~~c. Finance Quarterly Report (Kate Knop)~~
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
11. **Signing of documents**
12. **Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta 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, 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 22, 2021  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Eric Imes, Roberta Lutchter, Aaron Moss, Justin Nelson

**Present Via Zoom**

SaBrina Bailey Cave, Paul Gray, Lindsay Grogan, Deanne Irving, Ann Jones, Kate Knop, Tamra Mabbott, Ian Murray, Jaylene Papineau, Dan Robbins, Linda Skendzel, Heidi Turrell; Non-Staff: JoAnna Lamb, David Sykes

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

**Recognition of the passing of former Commissioner:** Chair Russell asked for a moment of silence in remembrance of former Morrow County Commissioner Ray Grace. He recently passed away after a long battle with cancer, he said.

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable & Payroll Payables*
2. *Minutes: November 10<sup>th</sup>*
3. *Criminal Justice Commission, Justice Reinvestment Grant Program Agreement, Award No. JR-23-22; project dates July 1, 2021 to December 31, 2023; \$159,263.03; and authorize Chair Russell to sign on behalf of the County*

*Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said she wanted to make sure Directors were doing everything possible to shop locally. There were several out-of-area purchases in the APs for small things but the focus should be on spending money in Morrow County, she said. Unanimous approval.*

**Business Items**

**Fair Board's Plans for Bull Riding Challenge of Champions Tournament**

Ann Jones, Fair Secretary

Braxton Adams, Fair Board Member

Ms. Jones explained that for a few years, the Fair Board has been looking into holding an event in conjunction with the Wee Bit O'Ireland Celebration in Heppner. At the Budget Committee Hearings for 2021-22, \$50,000 was appropriated to the Special Event line and the Fair Board proposed a bull riding tournament called the Challenge of Champions Tour. Ms. Jones said the contract plus other costs, such as security, lodging, advertising, cleaning, etc., will mean total expenses of approximately \$29,000. The event most likely won't be a money-maker in the first year but they hoped it would grow in subsequent years, she added. Discussion.

*Commissioner Lindsay moved to approve the contract with Push Enterprises, Inc., for the Challenge of Champions Tour; \$19,250 for the March 19, 2022 event; and authorize the Administrator to sign on behalf of the County; and include a paragraph making the contractor*

*responsible for damage cause by the contractor to the facility. Commissioner Doherty seconded. Discussion about how to determine damage to the facility. Ms. Jones said common practice is to conduct inspections with contractors prior to, and following events. Vote: Unanimous approval.*

Purchase Pre-Authorization Requests: Asphalt Roller, Rotary Broom and Road Widener

Eric Imes, Assistant Road Master

Mr. Imes reviewed the requests and responded to questions.

*Commissioner Doherty moved to approve the purchase of a 2021 Dynapac Asphalt Roller, which the Road Department has been renting from Pape Machinery, Pasco, Washington, in the amount of \$94,940. Commissioner Lindsay seconded. Unanimous approval.*

*Commissioner Lindsay moved to approve the purchase of a 2018 Superior Broom, which the Road Department has been renting from Pape Machinery, Pasco, in the amount of \$36,554. Commissioner Doherty seconded. Unanimous approval.*

*Commissioner Lindsay moved to approve the purchase of a 2020 W530A Road Widener with hitch group from Wheeler CAT, Lexington, Oregon, in the amount of \$251,525. Commissioner Doherty seconded. Unanimous approval.*

Command Team Update

Paul Gray, Emergency Manager

Lindsay Grogan, Human Resources Director

Mr. Gray reported on the percent of COVID patients in intensive care unit (ICU) beds: Statewide – 16%; Regionally – 11% or three out of 26 beds.

Ms. Grogan said the U.S. Circuit Court of Appeals lifted the stay on the federal government rule so it was now back with an extended deadline. The County is required to have policy in place effective January 10<sup>th</sup> and have employees fully vaccinated or begin testing by January 9<sup>th</sup>. She said a draft memo was prepared to send to employees. Commissioner Lindsay requested a break so copies could be made and the Board could review the memo. Discussion.

**Break:** 10:01-10:21 a.m.

The Commissioners requested several revisions to the draft and Chair Russell said, as Chair, the email to employees should come from him; this was agreeable to the other Commissioners.

Building Project Updates

Morrow County Government Center: Move-in day was yesterday and most of the items were moved. It was an “all-hands-on-deck” situation and everyone did an “awesome job,” said Mr. Green. During the move-in, a few issues became evident and were added to the punch list to discuss with the builder.

Courthouse Feasibility Study: Of the four options presented in the study compiled by DLR Group, Circuit Court Judge Daniel J. Hill recommended the option to build another building.



**Department Reports**

- The Road Department Monthly Report was presented by Eric Imes, Assistant Road Master.

**Commissioner Reports**

Brief reports were provided.

**Signing of documents**

**Adjourned:** 11:05 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: Kate Knop

Department: Finance

Short Title of Agenda Item:

(No acronyms please)

Morrow County - Budget Committee Appointment

Date submitted to reviewers:

Requested Agenda Date: 02/16/2022

**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: <b>20 minutes</b>                       |
| <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

*[Signature]*  
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**

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

The Morrow County Budget Committee has a vacancy for a member to serve a three-year term. This appointment is to fill a term effective July 1, 2021 - June 30, 2024.

The Morrow County residents interested in serving on the Budget Committee were encourage to submit their letter of interest to the Finance Department no later than Friday, February 4, 2022.

At the end of Friday, February 4, 2022, the County had received one letter of interest from a qualified candidate (per ORS 294.414). Please review the attached letter of interest.

### **2. FISCAL IMPACT:**

The selected Budget Committee member will be responsible for reviewing, making recommendations, and approving the annual budget for the County.

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

It is suggested the Board of Commissioners appoint the candidate to serve on the Morrow County Budget Committee for a three-year term, effective July 1, 2021 to June 30, 2024.

☒ Attach additional background documentation as needed.

The governing body of Morrow County is seeking letters of interest to serve on its budget committee, as a member, for a three-year term, effective July 1, 2021, to June 30, 2024. The governing body, per ORS 294.414, shall establish a budget committee that consists of the members of the governing body and a number equal to the number of members of the governing body. The budget committee members shall receive no compensation for their services as members of such committee. Appointive members of the budget committee may not be officers, agents, or employees of Morrow County. If you are interested in serving as a member of the Morrow County budget committee, submit a letter of interest no later than February 4, 2022, to the Finance Department, PO Box 867 Heppner, OR 97836, or in person, by 5:00 pm, at the Bartholomew Building 110 North Court Street Ste. 109 Heppner, OR. The governing body will be presented with the letters of interest at the February 9, 2022 Board of Commissioners public meeting in Heppner, OR. If you have any questions, don't hesitate to contact Kate Knop, Finance Director, at 541-676-5615.

January 27, 2022

Morrow County Finance Department  
PO Box 867  
Heppner, OR 97836

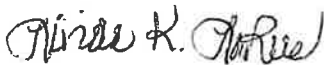
ATTN: Morrow County Commissioners

I have served on the County Budget Committee for several years and have found it interesting as well as a learning experience. The budget preparation and oversight are a very important to the continued success of the County and is taken very seriously.

I have lived in Morrow County for fifty years and the growth of our county has been amazing. With that growth the Board of Commissioners rely on and refer to the approved budget throughout the year. I understand the importance of the budget preparation, review and approval process and I am interested in serving on the Budget Committee.

Thank you for your consideration.

Sincerely,



Linda K. LaRue

Received By  
JAN 31 2022

Morrow County  
Finance



# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

This contract is amendment 3 to our intergovernmental contract for this current biennium (2021-2023). These dollars are directly tied to program element 12-01 which is funding for the Public Health Emergency Preparedness and Response (PHEP).

## **2. FISCAL IMPACT:**

Funds will be provided to revenue GL code 101-114-3-30-3815.

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

The suggestion is to move to approve the agreement to Oregon Health Authority Intergovernmental Agreement #169524-3 and authorize Commissioner Doherty to sign on behalf of the County.

☒ Attach additional background documentation as needed.



Agreement #169524



**THIRD AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Third Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

**AGREEMENT**

1. This Amendment is effective on October 21, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Section 1 of Exhibit C of the Agreement, entitled "Financial Assistance Award" for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY22)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - b. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

**OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: \_\_\_\_\_

**MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Printed Name: Jim Doherty

Title: Chair, Board of Commissioners

Date: February 16, 2022

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Signature: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

**Attachment A**  
**Financial Assistance Award (FY22)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	<b>2) Issue Date</b> Friday, October 1, 2021	<b>This Action</b> Amendment  FY 2022
	<b>3) Award Period</b> From July 1, 2021 through June 30, 2022	

4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Current Award Balance
PE01-01	State Support for Public Health	\$15,225.00	\$15,225.00
PE01-07	ELC ED Contact Tracing	\$162,128.00	\$162,128.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$466,916.00	\$466,916.00
PE01-10	OIP - CARES	\$186,799.00	\$186,799.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$67,335.00	\$68,636.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,911.00	\$1,911.00
PE42-04	MCAH Babies First! General Funds	\$6,112.00	\$6,112.00
PE42-06	MCAH General Funds & Title XIX	\$3,587.00	\$3,587.00
PE42-11	MCAH Title V	\$18,583.00	\$18,583.00
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$3,441.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,628.00	\$8,628.00
PE43-06	CARES Flu	\$0.00	\$0.00

**OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**4) OHA Public Health Funds Approved**

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$40,000.00	\$0.00	\$40,000.00
PE46-05	RH Community Participation & Assurance of Access	\$12,950.00	\$0.00	\$12,950.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$97,388.00	\$0.00	\$97,388.00
PE51-03	ARPA WF Funding	\$37,505.00	\$0.00	\$37,505.00
		\$1,216,008.00	\$1,301.00	\$1,217,309.00

**5) Foot Notes:**

PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

**OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

<b>6) Comments:</b>	
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 124,198 from FY21 to FY22
PE12-01	10/2021: SFY22 award of unspent funds from SFY21 - must be spent by 06/30/2022 and an updated Budget is required by 12/31/2021
PE51-01	9/2021: added funding for FY22

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
<b>Program</b>	<b>Item Description</b>	<b>Cost</b>	<b>PROG APPROV</b>	

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	04/26/2021	06/22/2020
Budget Performance Period:	07/01/2021-06/30/2022	07/01/2020-06/30/2022
Awarding Agency:	CDC	CDC
CDFA Number:	93.069	93.069
CFDFA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total Federal Award:	8,367,576	8158206.00
Project Description:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Awarding Official:	Ms. Sylvia Reeves	Shirley Byrd
Indirect Cost Rate:	11.85	17.45%
Research and Development (T/F):	FALSE	FALSE
PCA:	53455	53323
Index:	50407	50407

Agency	DUNS No.	Amount	Amount	Grand Total:
Morrow	010741189	\$67,335.00	\$1,301.00	\$68,636.00

## DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 169524-3, hereinafter referred to as "Document."

I, <u>Jim Doherty</u>	<u>Chair, Board of Commissioners</u>
Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County by email.

**Contractor's name**

On February 16, 2022,  
Date \_\_\_\_\_

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
 Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.





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

(For BOC Use)  
Item #  
4e

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

Presenter at BOC: Darrell Green

Department: Administration

Short Title of Agenda Item:

(No acronyms please)

Website Contract Renewal with Municode/CivicPlus

Date submitted to reviewers: 1/31/2022

Requested Agenda Date: 2/16/2022

**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 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  
Justin Nelson 2/15/22  
DATE  
Justin Nelson email 1/31/2022  
DATE  
Kate Knop email 2/8/2022  
DATE  
\_\_\_\_\_  
DATE  
Human Resources

Department Director

Administrator

County Counsel

Finance Office

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

**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**

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

Deanne Irving, Financial Analyst, notified me that our Website Hosting contract had expired. I contacted Municode to begin the process of renewing our contract with them. Municode has been acquired by CivicPlus, so the vendor on the contract has changed to CivicPlus.

Per Justin Nelson, County Counsel, the primary hosting terms are the same.

The annual cost did go up from \$3150 to \$3307, a 5% increase. This is the same price increase per year we had with Municode.

The County Administrator signed the contract based on this being a renewal and dollar amount.

The Statement of Work and the Master Agreement are attached.

## **2. FISCAL IMPACT:**

\$3307- GL 101-125-5-20-3726

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

☒ Attach additional background documentation as needed.



## CivicPlus

302 South 4th St. Suite 500  
Manhattan, KS 66502 US

**Client: Morrow County, OR**

QTY	Product Description	PRODUCT TYPE
1	Annual Hosting, Maintenance, and Customer Support <ul style="list-style-type: none"><li>80GB disk space and up to 1 terabyte data transfer per month</li><li>99.9% uptime guarantee, telephone support 7am-7pm eastern</li><li>Email support with one-hour response time during work hours</li><li>Email subscriptions feature included</li><li>Emergency 24x7 support</li><li>Up to 4 hours' web teleconference refresher trainings per year as needed</li></ul>	Renewable
Annual Recurring Services		USD 3,307.50

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term from November 2, 2021 through November 1, 2022 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice
4. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New

Services.


5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflicts of law, rules, or doctrines.

*Signature Page to Follow*

### **Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client Morrow County  
By:   
Name: Darrell J. Green  
Title: County Administrator  
Date: 2/11/2022

CivicPlus

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

**Organization**

Morrow County Government

**URL**

c o m m o r r o w . o r . u s

**Street Address**

110 N. Court Street

**Address 2****City**

Heppner

**State**

OR

**Postal Code**

97836

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).

Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

Darrell J Green (541) 314-3188

**Emergency Contact & Mobile Phone**

Lindsay Grogan (541) 256-6074

**Emergency Contact & Mobile Phone**

Roberta Lutchner (541) 377-5559

**Billing Contact**

Kate Knop

**E-Mail**

finance@co.morrow.or.us

**Phone**

(541) 676-5619

**Ext.****Fax****Billing Address**

P.O. Box 867

**Address 2****City**

Heppner

**State**

OR

**Postal Code**

97836

**Tax ID #**

93-6002308

**Sales Tax Exempt #**

N/A Oregon doesn't have sales tax

**Billing Terms**

30 days

**Account Rep****Info Required on Invoice (PO or Job #)**

GL 101-125-5-20-3726

**Contract Contact**

Darrell J Green

**Email**

dgreen@co.morrow.or.us

**Phone**

(541) 676-2529

**Ext.****Fax****Project Contact****Email****Phone****Ext.****Fax**



## Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

### Recitals

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

**II. WHEREAS**, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### Agreement

#### & Termination



1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

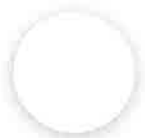
## **Invoicing & Payment Terms**

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact

sheet that is required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of services during Project Development, if the Client requests a change in the timeline agreed upon at the beginning of the Project Development or a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**



7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.
9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client

data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.
13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## **Indemnification**

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the

negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

## **Responsibilities of the Parties**

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus **Terms of Use**; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from

end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

## Data Security

21. CivicPlus shall, at all times, comply with the terms and conditions of its **Privacy Policy**. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our **Privacy Policy**, CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.
22. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be



subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

## **CivicPlus Support**

24. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

25. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

CivicPlus live support engineers are available to respond to User requests between 7:00 am to 7:00 pm CST Monday through Friday, excluding

holidays and temporary closures for staff development, of which Client will be provided prior notice. Client is responsible for providing CivicPlus with all User contact updates. After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

27. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## **Marketing**

28. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

## **Limitation of Liability**

29. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.
30. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
31. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## **Warranties and Disclaimer**

32. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
33. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty

regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

34. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

35. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

### **Force Majeure**

36. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties

and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

## **Other Documents**

38. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

## **Interlocal Purchasing Consent/ Cooperative Purchasing**

39. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

40. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and the such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

### **Miscellaneous Provisions**

41. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
42. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
43. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.
44. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

45. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

## **Acceptance**

The Parties agree to the terms and conditions of this Agreement by their signature on the SOW. If the SOW does not exist, then the inclusion of these terms in the Client's purchase order, or CivicPlus's provision of these terms to the Client prior to the start of implementation of the Services and Client's ongoing cooperation of implementation of the Services and subsequent use of the CivicPlus Services by the Client shall be deemed acceptance and agreement to the terms and conditions in this Agreement.





**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: Tamra Mabbott

Department: Planning

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers: February 9, 2022

Requested Agenda Date: February 16, 2022

**Intergovernmental Agreement between Morrow County and State of Oregon Department of Land Conservation & Development.**

**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: <b>10 minutes</b>                       |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

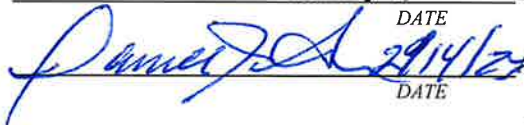
Budget Line:

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

Reviewed By:

Tamra Mabbott    February 9, 2022    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)

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

State of Oregon awarded Morrow County Planning a "Housing Implementation Plan" grant. The state selected consultant, ECO NW will prepare a plan identifying or implementing actions the cities in Willow Creek Valley can to to address their identified housing needs. The two project deliverables include a "high level characterization of the expected capital funding gap" and, recommendations for funding capital and O&M costs for near-term public investments based on a set of criteria developed with key stakeholders.

While County Planning Director is the grant manager the work will directly benefit the cities in Willow Creek Valley, Ione, Lexington and Heppner. Other County Planning staff will also be involved in an effort to add capacity to the smaller cities. Cities of Boardman and Irrigon were invited to participate but declined.

See attached Intergovernmental Agreement.

## 2. FISCAL IMPACT:

None. No local match required.

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

Recommendation is:

1. Approve the Intergovernmental Agreement.

☒ Attach additional background documentation as needed.

## INTERGOVERNMENTAL AGREEMENT

### Morrow County

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development ("DLCD")** and **Morrow County ("County")**, each a "Party" and, together, the "Parties."

#### **I. AUTHORITY**

This Agreement is authorized by ORS 190.110.

#### **II. EFFECTIVE DATE**

This Agreement is effective on the date of the last signature {"Effective Date"}, and terminates on **June 30, 2023**, unless terminated earlier.

#### **III. BACKGROUND**

During the 2019 legislative session, the legislature appropriated funds to the Department of Land Conservation and Development (Agency) for the purpose of allowing the Agency to assist participating cities and counties (collectively, local governments) implement House Bills 2001 and 2003. This assistance will be provided, in part, through the Housing Needs Technical Assistance and Housing Code Technical Assistance Projects (Projects), which are important elements of House Bill 2001 and House Bill 2003 (2019) (HB 2001, HB 2003).

DLCD will provide technical assistance (via a Consultant) to a city or county for the purpose of increasing the supply and affordability of housing within designated urban growth boundaries. Technical assistance will be provided to adopt housing strategies that help ensure that cities can satisfy their future housing needs. DLCD will hire Consultants to work directly with the city or county.

DLCD has received a special appropriation of funds for the 2021-2023 biennium to assist local governments to help them better understand their housing needs and to develop strategies and actions to facilitate the development of their needed housing. Agency will hire Contractor to provide services directly to local governments including Housing Needs Analysis (HNA), Housing Implementation Plans (HIP), Housing Production Strategies (HPS), or other strategy to promote housing availability and affordability. The Housing Needs Technical Assistance Project (Project) is financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **ECONorthwest** (Consultant), who will assist the County as described in the Scope of Work below. No funds will be given to the County for tasks outlined in this IGA or any expenses incurred by the County as a result of this Project.

#### **IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES**

##### **Housing Implementation Plan (HIP)**

The primary objective of this project is to prepare a plan identifying or implementing the most promising actions a local government can take to address its' identified housing needs, especially to meet subsidized housing needs.

Cities with HNAs less than five years old may develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

#### **V. ROLES AND RESPONSIBILITIES**

**County:** Overall management of the Project will be the responsibility of the County. The County will appoint a Project Manager to be the principal contact person representing the County on all matters dealing with the Project.

Specific project management duties of the County will include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating staff;
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community;
- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant's work, invoices, and progress reports. Additionally, DLCD will review the Consultant's performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

#### **VI. COMPENSATION AND COSTS**

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

#### **VII. KEY CONTACTS**

##### **County**

Tamra Mabbott, Planning Director  
Morrow County  
PO Box 40  
Irrigon, OR 97844

tmabbott@co.morrow.or.us  
541-922-4624

##### **Department of Land Conservation and Development**

##### **Project Manager:**

Anne Debbaut  
C/O Portland State University  
Market Center Building

anne.debbaut@dlcd.oregon.gov  
503-804-0902

1600 SW Fourth Ave. Suite 109  
Portland, OR 97201

*Housing Team Technical Representative:*

Sean Edging  
635 Capitol St. NE Suite 150  
Salem, OR 97301

sean.edging@dlcd.oregon.gov  
971-375-5362

**Consultant**

Beth Goodman, Project Director  
ECONorthwest  
222 SW Columbia – Suite 1600  
Portland, OR 97201

goodman@econw.com  
541-505-7203

A Party may designate a new authorized representative by written notice to the other Party.

**VIII. TERMINATION**

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) This Agreement may be terminated by DLCD upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

**IX. NON-APPROPRIATION**

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, 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 law limiting the activities, liabilities, or monetary obligations of DLCD.

**X. SCOPE OF WORK**

This project for Morrow County (referred to as County in this Scope) is composed of the tasks outlined below. All Consultant work must be completed no later than June 30, 2023.

This proposed housing implementation plan project will help the three small, rural cities of Lone, Lexington, and Heppner, realize much needed housing. The cities have worked collaboratively over the past 20+ years to increase housing choices. Many of the new housing developments over the past 20 years has been the result of a public-private partnership between the Willow Creek Valley Economic Development Group (WCVEDG) and the Lone Community Agri-Business Organization (ICABO). While that formula has produced some new housing, the parties realize that the major barrier to new housing is a lack of infrastructure. Collectively these private and public groups have accomplished a lot, however, the design and construction of infrastructure has resulted in an impasse for new housing development. That is, even these very remarkable efforts with bright and resourceful people, cannot overcome the financial burden of building and expanding new infrastructure.

The overall goal of the project is for Consultant to prepare a Housing Implementation Strategy focused on two of the strategies identified in the 2019 Morrow Housing Strategies Report:

- Strategy 1 - Land Supply: Evaluate and Address Infrastructure Issues in the cities of Lone, Lexington, and Heppner.
- Strategy 2 - Code: Enhance Local Amenities and Services. Garner local input on city amenities that residents desire to enhance livability in each town.

The Implementation Strategy will help the cities identify financial programs available to them and, importantly, by reaching out to stakeholders and community members to gauge support for different funding packages that city residents are willing to support.

#### **TASK 1: KICKOFF**

The purpose of the project kick-off is for the Consultant to become familiar with local conditions and with each cities planning documents, for the parties to confirm the objectives of the project, refine the project schedule, and for each City to prepare for the Project. The Consultant will contact the County and each City via a conference call to ask preliminary questions, establish project expectations, and familiarize itself with specific concerns. The Consultant will verify the action items identified through this initial conference call with the County, cities, and Willow Creek Valley Economic Development Group and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined with mutual agreement by all involved parties and the Consultant.

##### ***Task 1 County Deliverables:***

- 1.1 Copy of relevant City data or documents (note: County will assist cities with this task. Much of the relevant documents were recently added to the county website.<sup>1</sup> The County will provide assistance to the cities to ensure data and documents are provided).

Schedule: By April 30, 2022

#### **TASK 2: BACKGROUND REPORT SUMMARIZING OPPORTUNITIES AND CONSTRAINTS**

The purpose of this task will be to gather feedback on key infrastructure and amenity projects for each of the three communities. This will include engagement with stakeholder groups including community and advocacy organizations and housing developers. The Cities, WCVEDG, County staff, and the Consultant will identify potential groups and facilitate conversations with each group. Cities, WCVEDG and the County will solicit input from stakeholders to identify tools and strategies needed to preserve existing and facilitate the development of new affordable and market rate housing options.

Each City will schedule, and provide notice and an agenda, for one advisory committee (AC) meeting (one for each city) to review the background report. The Consultant will coordinate with the Cities on meeting arrangements and will facilitate the advisory committee meetings. The advisory committee may consider more than one deliverable at a meeting.

Consultant engagement assumptions:

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<sup>1</sup><https://www.co.morrow.or.us/planning/page/city-resources>

- Up to 6 interviews with key funding/finance stakeholders; and
- Three AC meetings (one for each community, held virtually, with up to one of the meetings held in person).

With the information gleaned from this outreach and analysis, Consultant will prepare a background report containing the following subjects:

- A brief summary of housing need for each city, including the most recent Housing Needs Analysis;
- Past actions undertaken by the city to develop and/or implement strategies to address infrastructure issues and create amenities to attract new residents;
- Summary of planning level cost estimates for water/sewer infrastructure projects for capital and O&M (completed by contract engineers for each city, completed on separate contract):
  - Heppner: Explore water/sewer issues on 22-acre future development parcel (currently estimated \$1-2 million);
  - Lone: Confirm feasibility study findings from August 2021 for proposed evaporation system; and
  - Lexington: Confirm Anderson Perry feasibility study findings for water/wastewater infrastructure projects.
- Initial themes for each community about opportunities for new amenities to retain/attract residents; and
- List of potential funding tools and strategies to implement infrastructure projects and plan for future amenities (building on work to date completed by cities), along with an analysis of opportunities and constraints for identified tools and strategies.

***Task 2 County/City Deliverables:***

- 2.1 Identified stakeholder groups, meeting invitations, and agendas.
- 2.2 Advisory committee appointments, meeting notices and agendas
- 2.3 Public meeting notices

Schedule: By July 31, 2022

**TASK 3: DRAFT HOUSING IMPLEMENTATION PLAN**

The draft plan will pull together potential implementation actions for infrastructure and amenity provision for each of the three cities. The purpose of a funding and implementation plan will be to:

- **Provide a high-level characterization of the expected capital funding gap.** These communities would work with a civil engineering firm to provide planning-level estimates for capital costs related to sewer and water infrastructure needs, building upon the work they have already completed.

- **Identify funding and financing tools.** The plan will include specific recommendations for funding capital and O&M costs for near-term public investments, which will be prioritized based on a set of criteria developed with key stakeholders in each community (e.g., economic feasibility, political acceptability, legality, etc.). It will also identify a higher-level set of funding options for later phases. This will include a series of interviews with people familiar with rural housing development to ascertain the best tools to overcome infrastructure barriers in the rural context.

Analysis of the role the strategy might play in incenting housing or providing funding for housing and how impactful the strategy is expected to be (For the funding tools, the implementation strategy will include a robust outline of the steps they would need to take to pursue funding)

- Steps each city should take, together with partners, to implement the tool or action;
- Prioritization of the tool, or phasing of implementation; and
- Key considerations for ensuring successful implementation.

Engagement assumptions:

- Three interviews with experts on rural community economic development and infrastructure development
- Three AC/Open House meetings (one for each community, held virtually or in person)

***Task 3 County/City Deliverables:***

- 3.1 Advisory committee appointments, meeting notices and agendas
- 3.2 Public meeting notices

Schedule: By September 30, 2022

**TASK 4: FINAL HOUSING IMPLEMENTATION PLAN**

The Consultant will prepare a hearings-ready draft of the implementation plan.

The Cities will schedule and provide notice and an agenda for one advisory committee meeting to review the hearings-ready ordinance, resolution, final housing implementation plan, or similar product. The Consultant will coordinate with the Cities on meeting arrangements and will facilitate the advisory committee meeting.

***Task 4 County/City Deliverables:***

- 4.1 Schedule and provide notice and an agenda for one advisory committee meeting

Schedule: By October 31, 2022

**XI. OTHER CONSIDERATIONS**

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

**SIGNATURE BLOCK**

**County Official**

\_\_\_\_\_  
Authorized to sign on behalf of the County

\_\_\_\_\_  
February 16, 2022

Date

Melissa Lindsay, Vice Chair, Morrow County  
Board of Commissioners  
\_\_\_\_\_  
Printed Name

**Department of Land Conservation & Development**

\_\_\_\_\_  
Jim Rue, Director

\_\_\_\_\_  
Date



# Mormon Cricket Management Season 2022 Timeline Morrow County

May-19-21

County Commission orientation on Mormon crickets, via Zoom

Aug-28-21

Landowners orientation on Mormon crickets, lone

Dec-30-21

E-mail distribution list activated with 34 landowner recipients

Jan-5-22

Morrow County wheat and livestock producers presentation on Mormon crickets, Heppner

Jan-7-22

Labels for pesticides labeled for Mormon cricket control sent to 34 landowners on e-mail distribution list.

Feb-14-22

Biology of Mormon crickets information sent to 34 landowners on e-mail distribution list.

Feb-14-22

NRCS & Morrow SWCD provides preliminary land ownership mapping for management area

Feb-21-22 (week of)

Training on identification of Mormon Crickets, lone

Feb-xx-22 (to be determined)

Training on Oregon Dept. of Agriculture Mormon cricket reporting system

## **Cost of applying Sevin bait to 300 miles of cropland & homestead borders in north Gilliam County**

### **Material cost**

**\$2,925**

(2500 pounds of Sevin bait @ \$1.17 / pound,  
broadcast applied in a 15-20 foot strip)

### **Ground application cost**

**\$ 0**

(Applied by landowners using their own equipment)

### **Material + Application total cost**

**\$2,925**

**Cost of applying Dimilin insect growth regulator  
to 12000 acres of rangeland in north Gilliam  
County**

Material cost

\$33,360

(Dimilin @ 1.78 / ounce per acre + oil adjuvant @  
\$1.00 per acre, x 1 application, x 12000 acres)

Aerial application cost

\$72,000

(\$6.00 / acre, x 1 application, x 12000 acres)

**Material + Application total cost**

\$105,360



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

(For BOC Use)  
Item #  
**66**

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

Presenter at BOC: Nazario Rivera

Department: Public Health

Short Title of Agenda Item: **Mutual Aid Agreement for Public Health Services - Modernization Collaboration**  
(No acronyms please)

Date submitted to reviewers: 02/09/2022

Requested Agenda Date: 02/16/2022

**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 type="checkbox"/> Discussion & Action         |
| Estimated Time:   | Estimated Time:                                      |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization  |
| <input checked="" type="checkbox"/> Contract/Agreement                    | <input type="checkbox"/> Other                       |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Umatilla County**

Contractor/Entity Address: **200 SE 3rd Street, Pendleton, OR 97801**

Effective Dates – From:

Through:

Total Contract Amount: **\$0**

Budget Line:

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

**Reviewed By:**

Nazario Rivera    02/07/2022    Department Director

DATE

Required for all BOC meetings

Darrell Green    2/14/22    Administrator

DATE

Required for all BOC meetings

Justin Nelson    \_\_\_\_\_    County Counsel

DATE

\*Required for all legal documents

Kate Knop    \_\_\_\_\_    Finance Office

DATE

\*Required for all contracts; other items as appropriate.

N/A    \_\_\_\_\_    Human Resources

DATE

\*If appropriate

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

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

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

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

The purpose of this agreement is to obtain maximum efficiency in cooperative public health operations through mutual aid and assistance in the event of need for public health services within either county or for any situation that may require additional personnel, equipment or material not available to a party.

Umatilla will be completing a climate adaption assessment within Morrow County.

Umatilla will employ, train, and maintain staffing dedicated to conduct a climate adaptation assessment for the region. This includes identifying key partners in all participating jurisdictions, and laying ground work to build an adaptation plan in the future. They will also employ, train, and maintain staffing dedicated to support each LPHA with moving forward health equity plans. This may include conducting assessments, creating action plans, or assisting in the implementation of action plans. Umatilla county will offer regular meetings with participating members to share updates on progress and complete all reporting requirements put forth by Oregon Health Authority in regards to Program Element 51-02.

**2. FISCAL IMPACT:**

The funds for the climate adaptation assessment will be regional funds that will be provided to Umatilla County.

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

The suggestion is to move to approve the mutual aid agreement to Umatilla County and authorize Commissioner Doherty to sign on behalf of the County.

☒ Attach additional background documentation as needed.

MUTUAL AID AGREEMENT FOR PUBLIC HEALTH SERVICES  
Modernization Collaboration

1.0 BACKGROUND

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

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

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

WHEREAS, it is desirable that the parties mutually engage in the process of a modernization collaborative, to develop and implement regional strategies in Eastern Oregon; and

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

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on an intergovernmental basis.

2.0 AGREEMENT

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

3.0 DEFINITIONS

3.1 "Party" means each of the governmental entities named in the preamble or such entities acting by their respective public health agencies if the context so requires.

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

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

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

#### 4.0 PURPOSE

4.1 The purpose of this agreement is to obtain maximum efficiency in cooperative public health operations through mutual aid and assistance in the event of need for public health services within either county or for any situation that may require additional personnel, equipment or material not available to a party.

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

4.3 In all instances of assistance, either agency may at any time at its discretion, withdraw such assistance.

#### 5.0 CLIMATE ADAPTION ASSESSMENT

Umatilla will be completing a climate adaption assessment within Morrow County. As part of that assessment, each party will provide the following:

Umatilla will:

- Employ, train, and maintain staffing dedicated to conduct a climate adaptation assessment for the region. This includes identifying key partners in all participating jurisdictions, and laying ground work to build an adaptation plan in the future.
- Employ, train, and maintain staffing dedicated to support each LPHA with moving forward health equity plans. This may include conducting assessments, creating action plans, or assisting in the implementation of action plans.
- As requested by each LPHA, provide for health data collection, analysis, reporting, and visualization of desired data.
- Offer regular meetings with participating members to share updates on progress.
- Complete all reporting requirements put forth by Oregon Health Authority in regards to Program Element 51-02.

Morrow will

- Provide on the ground support for activities conducted within Program Element 51-02.
- Participate in meetings and status updates, to include any unmet needs.
- Promote modernization activities through local channels to assist with engagement of local partners.
- Provide Umatilla access to its data to the extent necessary to complete the assessment

#### 6.0 EXTENSION OF AUTHORITY

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

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

## 7.0 REQUEST PROCEDURE

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

7.2 Emergency requests for assistance shall be directed to the senior ranking officer on duty with either agency.

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

## 8.0 RESPONSE

8.1 Upon request when available, the Assisting Party will provide equipment, material and personnel, to the Requesting Party.

8.2 Each party has the right to determine priority for providing the equipment, the material and the personnel to the other party under this agreement.

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

## 9.0 CONTROL

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

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

## 10.0 EQUIPMENT and SUPPLIES

10.1 In rendering mutual public health assistance, each party shall be responsible for the provision and maintenance of its own equipment, materials and supplies, except in cases of emergency where it appears to the officers or employees immediately involved that the sharing or use of equipment, owned or furnished by another party or parties, is necessary or proper.

10.2 All equipment and unused material provided under this agreement shall be returned to the Assisting Party upon release by the Requesting Party or on demand by the Assisting Party.



10.3 Any compensation for the use of the equipment will be at the Assisting Party's established rental rate.

10.4 Any equipment shall be returned in the same condition, reasonable wear and tear excepted.

10.5 Compensation for damages to equipment occurring during the emergency incident shall be paid by the Requesting Party, subject to the following limitations: (A) Maximum liability shall not exceed the cost of repair or cost of replacement, whichever is less; (B) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident; (C) Requesting Party will not be liable for damaged caused by the neglect of the Assisting Party's operators.

10.6 Compensation for damages will be paid within 30 days after presentation of bills by Assisting Party.

10.7 Reimbursement for supplies will be at cost.

## 11.0 PERSONNEL

11.1 The Assisting Party will be reimbursed by Requesting Party for its costs for personnel, including pay at the current pay structure, overtime, and benefits.

11.2 Each party will remain fully responsible as employer for all taxes, assessments, fees, wages, workers' compensation and other direct and indirect compensation and benefits with respect to its own employees.

11.3 Each party will insure its own employees as required by Oregon law.

## 12.0 IMPLEMENTATION

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

## 13.0 REPORTS

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

## 14.0 INDEMNIFICATION

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

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

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

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

#### 15.0 DURATION

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

#### 16.0 TERMINATION

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

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

#### 17.0 JOINT OPERATIONS INCLUDED

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

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

UMATILLA COUNTY

MORROW COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

**Business Associate Addendum  
Data Sharing Agreement**

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

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

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

**3. OBLIGATIONS OF PARTIES**

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

Furthermore, each party:

- (a) Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 142, 160, 162, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;

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

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

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

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

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

**3.6 Agreements with Third Parties.** Each party shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to PHI, which is received from, or created or received by the party on behalf of the other party, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply pursuant to this Agreement with respect to such PHI.

**3.7 Access to Information.** Within five (5) days of a request by a party for access to PHI about an individual contained in a Designated Record Set, the other party shall make available such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from a party, that party shall within two (2) days forward such request to the other originating party. Any denials of access to the PHI requested shall be the responsibility of the originating

party. If PHI is used or maintained in an Electronic Health Record ("EHR"), copies of PHI will be provided in electronic format if requested in writing by the subject individual. PHI maintained in an EHR may be transmitted electronically to the subject individual or another person designated by the subject individual if the patient's written request and direction to do so is sufficiently clear, conspicuous, and specific. The fee for providing an electronic copy of PHI may not be greater than the actual labor costs of responding to the request for such copy. A party must also provide Oregon Health Plan members with access to their own PHI, maintained in a designated record set, as required under 45 C.F.R. 164.524.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. TERM AND TERMINATION**

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

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

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

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

#### **5. Miscellaneous**

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

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

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

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

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

## **6. DEFINITIONS**

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

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

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

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

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

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

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

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



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

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

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a County if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a County to another person authorized to access PHI at the same County, or organized health care arrangement in which the County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- (c) A disclosure of PHI where a County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

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

- (a) Electronic PHI that has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.
- (b) Data at rest (*i.e.*, data that resides in databases, file systems and other structured storage systems) maintained under valid encryption processes consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
- (c) Data in motion (*i.e.*, data that is moving through a network, including wireless transmission) maintained under valid encryption processes that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.

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

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

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



## MORROW COUNTY PAROLE & PROBATION

Dan Robbins, Director  
P.O. Box 130  
Irrigon, OR 97844  
Phone: 541-314-5222  
Fax: 541-922-5944

Kenneth W. Matlack, Sheriff  
John Bowles, Undersheriff

### MORROW COUNTY SEMI ANNUAL REPORT

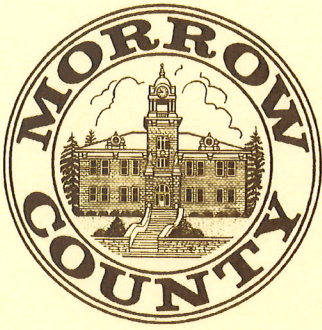
06/30/2021 to 12/31/2021

We continue to have one PO on light duty. She is allowed office visits to meet with clients and conduct assessments. COVID has put a damper on her recovery time. The move to the New Building (to us) is complete now. We had some internet issues with Centurylink. Took the State IT person and Centurylink Tech 2-3 weeks to figure it out. Turns out the new modem that centurylink installed was not a new modem and the previous user had change some of the settings that was preventing DOC from getting through the DOC firewall. All is good now.

1. Outcome measure data for Morrow County (High and Medium Risk) P&P caseload including employment, treatment, restitution, community service, positive case closures.  
Morrow County currently has **61%** of our High and Medium employed. This is up from our previous report of **58%**. The state average is **42%**.  
Morrow County currently has **21%** of our High and Medium referred to Treatment. The state average is **26%**.  
Morrow County currently has a **57%** on positive case closures with Offenders on Post-Prison. State's average is **68%**.  
Morrow County currently has **67%** on positive case closures for Offenders on Probation. The State average is **60%**.
2. Caseload numbers: **119** Offenders. **83** High/Medium **36** Low.
3. Significant visit data to show supervision activity ("significant" refers to actual face to face visits rather than mere phone calls, etc.). Morrow County for the year of July 2021 to December 2021 has had a total of **1056** face to face contacts. We have had **2498** offender contacts by telephone, text, email, or facetime. These changes in the contacts from the face to face contact to any other contacts is due to COVID19.
4. Sanctions and probation violations data. Since there is a lot of flexibility with sanction types, the focus will be on jail or Work Crew sanctions data.  
For July 1, 2021 to December 31, 2021, Morrow County has had **48** sanctions with an average of **16** custody units used per sanction.
5. We currently have four offenders in the Umatilla/Morrow County Treatment Court.

Dan Robbins





# TREASURER

Jaylene Papineau

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: jpapineau@co.morrow.or.us

Date Prepared: February 11, 2022

BOC Agenda Date: February 16, 2022

**Subject: Monthly Treasurer Report-December 2021**

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

**Earning Yield and Interest Rates:**

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	0.45%	0.45%	.00%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- For the latest interest rate news of the LGIP visit the website at:  
<https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/pages/default.aspx>

**Outstanding checks:** Outstanding checks total as of December 31<sup>st</sup>, 2021 is unknown at this time. Reconciliation is still currently in progress

**December Total Interest:** Interest (less fees) was \$15,172.80

**December Turnover:** Total Paid to Taxing Districts was \$1,410,287.55

**Transfer Requests:** I received two Taxing District transfer of funds requests in December.

The statement for the LGIP and the Pooled Cash Report are included.

- Please see the information I have added to my page of the County's website

Please let me know if you have any questions.

Jaylene Papineau  
Morrow County Treasurer  
541-676-5630  
PO Box 37  
Heppner, OR 97836



FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	17,693,468.46 (	2,545,773.41)	15,147,695.05	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	15,254.13	14,005.99	29,260.12	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	269,286.15	1,228,761.27	1,498,047.42	
202-100-1-10-1500	ROAD FC W/TREASURER	1,236,674.45	110,347.55	1,347,022.00	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,617,437.32	39,309.05	1,656,746.37	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	151,210.87 (	15,793.24)	135,417.63	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	36,717.63	14.42	36,732.05	
207-100-1-10-1500	911 FC W/TREASURER	533,292.14 (	28,916.77)	504,375.37	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	267,595.55	1,511.40	269,106.95	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	517,747.64	155,373.32	673,120.96	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	189.01	26.72	215.73	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	21.16	3.02	24.18	
214-100-1-10-1500	FAIR FC W/TREASURER	302,635.32 (	11,605.62)	291,029.70	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	66,852.82	20,026.76	86,879.58	
216-100-1-10-1500	STF FC W/TREASURER	680,063.97 (	440,017.43)	240,046.54	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	31,929.93	12.54	31,942.47	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	21,194.60 (	73.24)	21,121.36	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	41,897.48	16.46	41,913.94	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	8,806.95	9,760.09	18,567.04	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	46,056.99	18.09	46,075.08	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	41,974.56 (	2,063.45)	39,911.11	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	20,834.66	5,008.31	25,842.97	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	117,894.19	416,533.93	534,428.12	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	24,956.33	2,009.85	26,966.18	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	1,802,954.05	1,165,530.42	2,968,484.47	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	19,955.17 (	460.52)	19,494.65	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,880.26	10.16	25,890.42	
230-100-1-10-1500	RODEO FC W/TREAS	0.00	0.00	0.00	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	58,173.39 (	18,515.12)	39,658.27	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	22,275.83	167.28	22,443.11	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,716.73	11.67	29,728.40	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	21,246.87	5,008.47	26,255.34	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,189,401.96 (	49,534.12)	1,139,867.84	
238-100-1-10-1500	PARK FC W/TREAS	498,567.89	12,171.80	510,739.69	
240-100-1-10-1500	EQUITY FC W/TREAS	218,431.76	85.79	218,517.55	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	1,101,386.88 (	259,713.02)	841,673.86	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	875.50	0.34	875.84	
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	82,001.06	32.21	82,033.27	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	85,263.14	804.45	86,067.59	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	102,030.81 (	44,909.95)	57,120.86	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	11,402.98	276,437.65	287,840.63	
502-100-1-10-1500	MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	88,245.79 (	19,057.27)	69,188.52	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00	
510-100-1-10-1500	P & P FC W/TREAS	374,001.85 (	66,904.58)	307,097.27	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	4,267.06	93,992.04	98,259.10	

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		551.55	84.27	635.82
516-100-1-10-1500	RADIO DIST FC W/TREAS		3,012.57	50,570.75	53,583.32
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		548.94	83.52	632.46
521-100-1-10-1500	PGE CARTY FC W/TREAS		2,447,790.13 (	1,311,404.81)	1,136,385.32
522-100-1-10-1500	SHERIFF RES FUND/TREAS		15,458.90 (	385.01)	15,073.89
523-100-1-10-1500	WHEATRIDGE WIND FC W/TREAS		2,215,339.10 (	1,038,167.26)	1,177,171.84
540-100-1-10-1500	RESILIENCY FUND W/TREAS		1,185,787.50	0.00	1,185,787.50
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		16,398.44	307,365.57	323,764.01
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		7,496.35	317.98	7,814.33
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,295.21	196.55	1,491.76
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		31,078.88 (	12,929.79)	18,149.09
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		35.93	5.59	41.52
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,631.30	1.43	3,632.73
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		1,490.30	25,995.20	27,485.50
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		14,478.75	2,143.52	16,622.27
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		3,030.76	443.45	3,474.21
633-100-1-10-1500	CITY OF IONE FC W/TREAS		477.42	71.33	548.75
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,472.76	220.17	1,692.93
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		274.89	31.50	306.39
636-100-1-10-1500	BOARDMAN F&R FC W/TREAS		10,083.92	127,165.81	137,249.73
637-100-1-10-1500	BOARDMAN F&R DIST BOND		2,390.47	8,165.65	10,556.12
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		515.46	84,475.41	84,990.87
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		904.29	134.66	1,038.95
640-100-1-10-1500	IONE RFPD FC W/TREAS		891,571.13	95,946.83	987,517.96
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		124.32	0.99	125.31
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		295.38	35.85	331.23
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		381.06	56.41	437.47
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		470.66	33,227.40	33,698.06
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		170.77	25.78	196.55
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,279.80	74,880.88	76,160.68
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		3,115.97	378.11	3,494.08
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		678.55	102.45	781.00
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		5,670.09	874.44	6,544.53
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,422,553.79	149,586.83	1,572,140.62
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		73.29	10.77	84.06
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		64,805.68	8,684.00	73,489.68
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		217,886.35	2,906.04	220,792.39
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		10,755.56	88,958.32	99,713.88
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.50	0.01	14.51
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		0.00	0.00	0.00
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		0.00	0.00	0.00
658-100-1-10-1500	BMCC FC W/TREASURER		11,550.41	22,292.51	33,842.92
659-100-1-10-1500	BMCC B & I FC W/TREASURER		3,619.40	6,730.14	10,349.54
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,871.16	32,631.81	36,502.97
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		362.60	34,585.18	34,947.78

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	3,849.29	55,688.86	59,538.15
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	1,341.87	187.24	1,529.11
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	382,099.12	150.07	382,249.19
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,026.07	4.33	11,030.40
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	5,444.83	2,607.03	8,051.86
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,162.72	0.46	1,163.18
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	269,958.59	106.03	270,064.62
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	12,839.85	4,687.78	17,527.63
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,022.96	16.18	2,039.14
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,275,176.13	500.83	1,275,676.96
685-100-1-10-1500		STATE HOUSING FC W/TREAS	24,794.39	9,311.73	34,106.12
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,322.54	43.33	110,365.87
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	5,675.42	127,350.36	133,025.78
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	212.87	34,624.73	34,837.60
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	307.17	47.36	354.53
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	( 2,296.55)	( 269.26)	( 2,565.81)
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			40,256,330.50	( 914,789.39)	39,341,541.11
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	( 720,028.30)	978,693.00	258,664.70
999-100-1-10-1502	PAYROLL BEO	215,181.50	( 203,439.22)	11,742.28
999-100-1-10-1503	STATE TREASURY POOL	40,963,615.46	( 1,893,484.03)	39,070,131.43
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508	US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		40,458,868.86	( 1,118,230.25)	39,340,638.61

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	203,562.09	( 203,562.09)	0.00
SUBTOTAL WAGES PAYABLE		203,562.09	( 203,562.09)	0.00

TOTAL CASH IN BANK - POOLED CASH		40,255,306.77	( 914,668.16)	39,340,638.61
		=====	=====	=====



OREGON  
STATE  
TREASURY

## Account Statement - Transaction Summary

For the Month Ending **December 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	40,963,615.46
Purchases	239,407.25
Redemptions	(2,132,892.28)
<hr/>	
<b>Closing Balance</b>	<b>\$39,070,130.43</b>
Dividends	15,121.53

Asset Summary		
	December 31, 2021	November 30, 2021
<b>Oregon LGIP</b>	39,070,130.43	40,963,615.46
<hr/>		
<b>Total</b>	<b>\$39,070,130.43</b>	<b>\$40,963,615.46</b>





## Account Statement

For the Month Ending **December 31, 2021**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>40,963,615.46</b>
12/01/21	12/01/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	1,234.00	40,964,849.46
12/01/21	12/01/21	LGIP Fees - ACH Purchase (4 @ \$0.05 - From 4206) - November 2021	1.00	(0.20)	40,964,849.26
12/01/21	12/01/21	LGIP Fees - ACH Redemption (8 @ \$0.05 - From 4206) - November 2021	1.00	(0.40)	40,964,848.86
12/01/21	12/01/21	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - November 2021	1.00	(0.40)	40,964,848.46
12/03/21	12/03/21	Redemption - ACH Redemption	1.00	(500,000.00)	40,464,848.46
12/06/21	12/06/21	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	7,875.71	40,472,724.17
12/06/21	12/06/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(9,963.64)	40,462,760.53
12/06/21	12/06/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(10,755.56)	40,452,004.97
12/06/21	12/06/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(64,994.69)	40,387,010.28
12/06/21	12/06/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(15,169.81)	40,371,840.47
12/06/21	12/06/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(551.55)	40,371,288.92
12/06/21	12/06/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(548.94)	40,370,739.98
12/06/21	12/06/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(3,115.97)	40,367,624.01
12/06/21	12/06/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(5,670.09)	40,361,953.92
12/06/21	12/06/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(21,975.10)	40,339,978.82
12/07/21	12/07/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	933.07	40,340,911.89
12/07/21	12/07/21	Redemption - ACH Redemption	1.00	(1,000,000.00)	39,340,911.89
12/07/21	12/07/21	Redemption - ACH Redemption	1.00	(35.93)	39,340,875.96
12/10/21	12/10/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	563.54	39,341,439.50



OREGON  
STATE  
TREASURY

## Account Statement

For the Month Ending **December 31, 2021**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
12/15/21	12/15/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	99,288.10	39,440,727.60
12/17/21	12/17/21	ODOT - ODOT PYMNT	1.00	87,599.56	39,528,327.16
12/20/21	12/20/21	ODOT - ODOT PYMNT	1.00	26,791.74	39,555,118.90
12/24/21	12/24/21	Redemption - ACH Redemption	1.00	(110.00)	39,555,008.90
12/24/21	12/24/21	Redemption - ACH Redemption	1.00	(500,000.00)	39,055,008.90
12/31/21	01/03/22	Accrual Income Div Reinvestment - Distributions	1.00	15,121.53	39,070,130.43
<b>Closing Balance</b>					<b>39,070,130.43</b>

	Month of December	Fiscal YTD July-December		
<b>Opening Balance</b>	40,963,615.46	31,847,095.63	<b>Closing Balance</b>	39,070,130.43
<b>Purchases</b>	239,407.25	40,172,757.83	<b>Average Monthly Balance</b>	39,565,682.31
<b>Redemptions</b>	(2,132,892.28)	(32,949,723.03)	<b>Monthly Distribution Yield</b>	0.45%
<hr/>				
<b>Closing Balance</b>	<b>39,070,130.43</b>	<b>39,070,130.43</b>		
<b>Dividends</b>	15,121.53	77,970.67		

# 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.

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**REGISTER NOW**

\$50 Registration Fee

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### 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.

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### 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"

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### QUESTIONS?

Contact: Jennifer Groth, Rural Development Initiatives

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

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