

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 14, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables: **Payroll Payables Immediates & Electronic; Payroll Payables Monthlies; Payroll Payables HRA/VEBA; FY 2022-23 Retirement Taxes.**
 - b. Minutes: September 7, 2022; September 7, 2022 Work Session; June 8, 2022.
 - c. ASA Mediation Contract with Elizabeth Heckathorn
5. **Business Items**
 - a. Tower Solar request for PILOT Tax Abatement (Commissioner Don Russell)
 - b. Echo Solar request for SIP or PILOT Tax Abatement (Chair Jim Doherty)
 - c. Road Use Agreement with Amazon Data Services (Eric Imes, Public Works Dir.)
6. **Old Business**
 - a. IT Outage discussion/decision
 - b. Administrator Job Description
7. **Correspondence**
8. **Sign documents**
9. **Adjournment**

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

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

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

Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

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

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

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

Morrow County Board of Commissioners Meeting Minutes
September 14, 2022
Bartholomew Building Upper Conference Room
Heppner, OR 97836

Present In-Person

Chair Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell
Karen Wolff, Staff
Zach Williams, County Counsel

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

City and Citizen Comments:

Kip Krebs, Krebs Sheep Company

Kevin Payne, Soil & Water Conservation District

Mr. Krebs explained he is working on a Winter Water Storage Project. The water can only be stored and used from where Rhea Creek meets Willow Creek on out to the Columbia River. There are 480 acres in Gilliam County and 1692 acres in Morrow County currently in the project, with 2172 acres of water available. He has talked to seventeen (17) large and small acreage landowners and water users who support the project.

They are asking for matching funds for an Oregon Water Resources Department (OWRD) feasibility study.

Commissioner Lindsay asked cost of the study. Mr. Payne said \$8,500 through Anderson Perry as the contractor. There is a 1-1 match for the actual project. There will be a need for \$25,000 from both counties, plus the \$8,500. They will be looking for help after the study to pay for the installation.

Mr. Krebs said he will be addressing Gilliam county next week. Mr. Payne explained the application is due November 2, 2022

The Commissioners asked to have it brought back next week on the regular agenda.

Ken Brown, Boardman Fire & Rescue

Said he went through all the hoops to get on the agenda and still not there.

Chair Doherty explained that we have a mediator coming in to meet with the Morrow County Health District and Boardman Fire & Rescue Department. Chair Doherty asked to give peace a chance.

Mr. Brown agrees with having the mediator. He is asking about licensing an ambulance. Chair Doherty says it is part and parcel. Mr. Brown said they can not run the ambulance until the ASA approves it. Licensing takes awhile.

Chair Doherty would like to wait until after the first mediator meeting.

Commissioner Russell said the idea was to have an independent expert come in and help tamp down the friction that has developed. Commissioner Russell wants to hear the expert in this area, who has worked with ASAs and all 36 counties, to tell us what is the best path forward.

Commissioner Russell said there is a meeting Friday, September 23, at BMCC, a neutral site. The mediator provided 36 people she wants to have invited. This is not Commissioner Russell's list. Zoom will also be an option. Meeting will be about 1 ½ hours. Give her a chance.

Commissioner Lindsay said she is tired of the chaos. She is asking all parties to let the mediator do their job. Please let the process work.

Commissioner Russell said that there is a board member from the Health District in the room and they are shaking their head in agreement.

Commissioner Russell said the ultimate goal is customer care. Commissioner Lindsay agreed. Chair Doherty agreed.

Open Agenda:

Commissioner Russell added Use of County Credit Cards.

Consent Calendar:

Commissioner Lindsay moved to approve the Consent Calendar as presented consisting of Accounts Payables, Minutes, and ASA Mediation Contract with Elizabeth Heckathorn.

Commissioner Russell said he looked at Chair Doherty's invoices that were questioned last week. All is in order.

Commissioner Russell seconded the motion to approve the Consent Calendar as presented. Unanimous approval.

Business Items

Tower Solar

Brian Walsh, Avangrid Renewables, Director, Development – WEST online.

Mike Gorman, Assessor/Tax Collector said he is waiting for a response from the Department of Revenue regarding any limitations on how monies from the PILOT (Payment-In-Lieu-Of-Taxes) Program may be spent.

Mr. Gorman explained that Justin Nelson, County Counsel reviewed and revised the agreement. Mr. Gorman had some revisions as well.

Chair Doherty explained that we have established a policy that the other party signs first and then the Commissioners sign. The document is not ready to send to Avangrid for signature.

Commissioner Russell said we have a couple of rates in the PILOT program. We need to decide the rate. The current agreement has \$7,000 per megawatt if they have battery storage and \$6,250 per megawatt if no battery storage.

Chair Doherty moved to approve the substantive contract as presented for the PILOT Tax Exemption Program for Tower Solar with the payments of \$7,000 per megawatt if they have battery storage and \$6,250 per megawatt if no battery storage for a term of 15 years with the option to extend for another 5 years, pending signature from Avengrid. Commissioner Russell seconded.

Commissioner Lindsay explained that she thinks \$7,000 per megawatt is too low and has worked at the State level for a change. She does not agree fiscally to the variable rate for an even lower amount, as in the current contract.

Commissioner Russell Aye. Chair Doherty Aye. Commissioner Lindsay no. Motion carries 2-1.

Mr. Walsh thanked the Board.

ECHO Solar

Jeff Fox, VP, Land & Community Affairs, Gallatin Power Partners

Chair Doherty explained that a month ago we had a presentation from ECHO Solar. They would like a PILOT Tax Abatement Program. Chair Doherty said this one includes battery storage and a 20-year term. Larger project. Not dissimilar.

Mr. Fox said the project is the early stage. They are just starting permitting with EFSC (Energy Facility Siting Council). Start construction end of 2024, completed 2026.

Mr. Fox said they are seeking a 20-year agreement. When additional phases are brought in, they will not extend the agreement. They are proposing energy storage and the maximum payment per megawatt that is allowed in program. They would like to make the agreement effective when commercial operation begins.

Chair Doherty said his ask is to have Mr. Gorman and County Counsel to work together and bring a clean copy back.

Commissioner Russell declared he has a Potential Conflict of Interest due to his financial interest in a company named Windwave, a provider of fiber optics, as advised by the Ethics Commission. As far as he knows, there is no contract and as far as he knows there is no discussion between Windwave and ECHO Solar. He will continue to participate, but has advised of his Potential Conflict Interest.

Mr. Gorman explained that ECHO Solar is asking for a 20-year agreement. The 20 years begins when they obtain a site certificate. Only 20 years from the first production. Each phase does not get it's own 20 years.

Commissioner Lindsay asked what if the project doubles. Mr. Gorman said the agreement names a maximum capacity. Mr. Fox agreed. 1,250 megawatt capacity.

Chair Doherty encouraged Jeff to continue to work toward a more formal document with Mr. Gorman and County Counsel.

Mr. Fox said everyone in Morrow County has been a pleasure to work with.

Road Use Agreement with Amazon Data Services

Eric Imes, Public Works Director

Commissioner Lindsay believes this agreement is inconsistent with previous agreements. She wants to treat everyone the same.

Chair Doherty would like to wait until Eric is here to continue discussion.

Break 9:59 a.m.

Reconvene 10:05 am

Chair Doherty explained that he just talked to Mr. Imes and believes Mr. Imes is of the opinion that this warrants an internal discussion.

Commissioner Russell declared an actual conflict of interest. The company that he has a financial interest in, Windwave, has done some work on this project already. He will not participate in this discussion.

Mr. Imes joined online. He has some questions and wants to review the document.

Chair Doherty is good setting this over. Commissioner Lindsay agreed. Chair Doherty asked Mr. Imes to bring this back another day.

Credit Card Discussion

Commissioner Russell explained that he reviewed credit card statements of Chair Doherty to verify there were not duplicate pay requests, and there were not. He is concerned by the lack of receipts for purchases. He looked back to January 2021. There are a lot of missing receipts, and receipts that are not detailed. He also reviewed County policy. Commissioner Russell would like to have a Work Session because he is sure that there are several other people who are submitting without receipts or no information. Chair Doherty said he will meet with Finance to review.

Commissioner Russell said the Commissioners need to set the example for everyone else.

Chair Doherty said he is surprised at how many receipts were missing. He will be sure to square them away.

Commissioner Russell said the County Car Use Policy says there needs to be a log of use. Commissioner Russell thinks we need to review that too.

Kevin Ince, Finance Director added online that the Credit Card policy is at odds with the Travel Policy. The Credit Card policy allows for a missing receipt with a written description added.

Old Business

IT Outage

Commissioner Russell said he has taken care of this. Sarah Baker at the Sheriff's Office has agreed to schedule the equipment replacement for after hours. There is an additional cost, but less than the cost of idle employees.

Administrator Job Description

Chair Doherty said at the Department Director/Elected Officials meeting yesterday he asked for comments on this position.

Chair Doherty would like to address this position before addressing the Community Development Director (CDD) position. Chair Doherty encouraged all to continue to provide input.

Commissioner Russell agreed and then see what we want from a CDD. CEO and COO type of set up. He has received a lot of input.

Commissioner Lindsay said has spent a lot of time on this. She is getting a lot of support for the Chief of Staff option. She would encourage that we select one position and then move forward with that one.

Correspondence

Chair Doherty reviewed.

Commissioner Reports

Commissioner Russell will attend the demolition of the coal stack at PGE Coal Plant.

Commissioner Lindsay explained that the land sale on the Boardman Bus property has been completed. She thanked Patrick Collins (online) and Jeff Wenholz (online) with Umatilla Electric Cooperative who helped get a clean title.

Chair Doherty has a meeting with State people the afternoon of September 28, 2022. There is a Board Tour in the morning. Chair Doherty is suggesting a call-in Board of Commissioners meeting at 8:00 a.m. to pay the bills and then do the tour. Commissioner Russell and Commissioner Lindsay agreed.

Adjourn 10:31 am

CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting & Retainer Agreement ("Agreement") is made effective as of September 19, 2022, by and between an individual known as Elizabeth Heckathorn with a mailing address of 5240 SE 113th Ave, Portland, Oregon, 97266 ("Consultant") and a business entity known as Morrow County with a mailing address of PO Box 788, Heppner, Oregon, 97836 ("Client").

II. Services. Consultant agrees to provide the following services ("Services"): Consultant will provide a high-level overview of Oregon's Emergency Medical Services System with emphasis on Ambulance Service Area (ASA) plan(s) to include pertinent statute (ORS), rule (OAR and practices).

Consultant will lead a review of Morrow County's current ASA Plan and moderate a discussion to include potential options for modernization of the current Morrow County ASA Plan, (this will include any housekeeping changes to the current ASA plan).

Consultant is prepared to mediate disputes between providers of EMS in Morrow County.

Ultimately, the duty of updating the Morrow County ASA Plan is the responsibility of the Morrow County Board of Commissioners.

Consultant, upon request, will assist the Morrow County Board of Commissioners to update and modernize the current ASA Plan with any changes deemed as a result of meeting with the involved providers of EMS in Morrow County, the Morrow County Board of Commissioners and other parties who share in and contribute to EMS in Morrow County.

III. Term. The Services shall commence upon payment of the retainer, and end upon completion of the Services.

IV. Payment. In consideration for the Services provided, the Consultant is to be paid the following:

\$138.00 per hour ("Payment").

In compliance with Oregon procurement law (ORS 279A, B, and C), total payment to Consultant shall not exceed \$10,000.00 without prior approval of the Board of Commissioners.

V. Payment Interval. Consultant shall be paid, in accordance with Section IV, when the Consultant sends an invoice to the Client. After the Client receives the invoice by the Consultant, it shall be paid within 30 days.

VII. Retainer. The Client is required to pay a retainer as part of this Agreement. The retainer shall be applied to future Payments by the Client. The retainer amount shall be \$552.00. Consultant will refund any unused portion of the Retainer upon completion of the Services.

VIII. Expenses. The Consultant shall be responsible for the following Expenses: The Consultant is responsible for all their expenses EXCEPT: Milage for travel (to be paid at current federal rate), Pier Diem for lodging (to be paid at current federal rate).

IX. Termination Clause. Either the Consultant or Client may terminate this Agreement at any time with at least 5-day(s) notice to the other party.

X. Return of Records. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

XI. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered and decided upon the Client.

XII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. The Consultant shall not be required to have liability insurance covering any potential liabilities they may possess with providing their Services to the Client.

XIII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt.

XIV. Non-Compete. During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Client in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Client, directly or indirectly through the delivery of the Services. For further clarity, this section is to be geographically limited to areas and locations that the Customer operates and conducts its business activity.

XV. Non-Solicitation. During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination (“Solicitation Period”), the Consultant shall not, without the written consent of the Client, directly or indirectly, solicit or attempt to solicit any person who was:

- (a) A customer of the Client as of the date of this Agreement was terminated;
- (b) A customer of the Client at any time within the Solicitation Period immediately before the date of the termination of this Agreement;
- (c) Solicited as a prospective customer by the Client at any time during the provision of Services under this Agreement, should the Consultant have had knowledge of this pursuit; or,
- (d) An employee or contractor of the Client as of the date this Agreement was terminated or within the one-year period immediately before the date of the termination of this Agreement.

XVI. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVII. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.

- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XVIII. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XIX. Payment of Taxes. Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

XX. Employees' Compensation. The Consultant shall be solely responsible for the following:

- a.) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant themselves shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to

perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

XXI. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XXII. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement

will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

- a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;
- b.) Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- c.) The Client will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

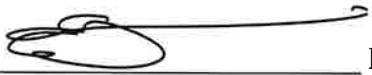
XXIII. Assignment and Delegation. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

XXIV. Governing Law. This Agreement shall be governed under the laws in the State of Oregon.

XXV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Consultant's Signature  Date 09/09/2022

Print Name Elizabeth Heckathorn

Client's Signature  Date 9/14/2022

Print Name Don Russell
Commissioner
Morrow County

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Morrow County, a political subdivision of the State of Oregon (the “County”), and Tower Solar, LLC (the “Company”) hereby enter into this agreement (the “Agreement”).

RECITALS

A. The Company or an affiliate of the Company intends to construct a solar photovoltaic electricity generation facility with an expected potential generating capacity of up to 120 MWac that will be located in the County and outside the boundaries of any incorporated city (the “Project”).

B. Under Section 1, Chapter 571, Oregon Laws 2015 (as amended by Section 1, Chapter 628, Oregon Laws 2019 and Section 1, Chapter 571, Oregon Laws 2021) (the “Legislation”), the governing body of a county and the owner or person in possession or control of a solar project located within the county and outside the boundaries of any incorporated city may enter into an agreement that exempts from property taxes the property constituting the solar project and allows the payment of a fee in lieu of property taxes imposed on the property.

C. The County and the Company would like to enter into a payment-in-lieu-of-tax agreement pursuant to the Legislation.

AGREEMENT

The County and the Company hereby agree as follows:

**ARTICLE 1
EXEMPTION**

1.1 Exempt Property. The property that is exempt from property tax under this Agreement (the “Exempt Property”) shall include all property comprising the Project during the Exemption Period, which property shall include without limitation solar modules, racking, foundations, inverters, transformers, roads and civil construction work, underground or overhead electrical lines and grid interconnection facilities, land, and associated supporting infrastructure and facilities. Unless otherwise specified by the Company pursuant to Section 3.1, the Exempt Property shall include repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement.

1.2 Exemption. Except as provided in Article 5, the Exempt Property shall be exempt from property taxes for the period including the fifteen consecutive property tax years beginning July 1 (each, a “Tax Year”) beginning with the Tax Year identified in the first notice provided under Section 3.1 and, if the Company delivers written notice of its intent to extend the period on or before December 31 of the 15th Tax Year, the next five consecutive Tax Years after the 15th Tax Year in the period (the “Exemption Period”).

ARTICLE 2 PILOT PAYMENTS

2.1 PILOT Payment Options. The Company has developed and permitted the Project to be constructed with or without energy storage facilities as an associated supporting infrastructure. If the Project is constructed and operated without associated energy storage facilities (PV Solar only), the Company will make PILOT Payments pursuant to the provisions of Section 2.2. If the Project is constructed and operated with associated energy storage facilities, the Company will make PILOT Payments pursuant to the provisions of Section 2.3.

2.2 PILOT Payments (PV Solar- Only). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$6,250 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the "PILOT Payments").

2.3 PILOT Payments (PV Solar + Storage). On or before March 1 of each Tax Year during the Exemption Period, the Company shall pay to the County Treasurer a fee in lieu of property taxes for the Tax Year equal to \$7,000 per MWac of nameplate capacity of the Project as set forth in the applicable notice for that year, carried to three decimal places (the "PILOT Payments").

2.4 Credits for Real Property Tax Payments. Should the Company, under any subsequently adopted State or local law or for any other reason, pay for any Tax Year any amounts in the nature of property taxes, general assessments, service charges, or other general governmental charges of a similar nature levied or assessed upon any Exempt Property, the PILOT Payments for the Tax Year shall be reduced by such amounts. The Company shall give the County prior written notice of its intention to claim any credit pursuant to the provisions of this Section 2.2 at least ten days before the applicable PILOT Payment is due.

ARTICLE 3 NOTICES

3.1 Company Notices. On or before December 31 before the first Tax Year of the Exemption Period, the Company shall file with the county assessor a copy of this Agreement and a request for computation of the PILOT Payments for the Tax Year, which request shall specify the first Tax Year of the Exemption Period. On or before December 31 before each subsequent Tax Year in the Exemption Period, the Company shall file with the county assessor a request for computation of the PILOT Payments for the Tax Year. Each request for computation of the PILOT Payments shall identify the owner or person in possession or control of the Project, include any information required by the assessor to compute the PILOT Payments, including the nameplate capacity of the Project in MWac, and specify any property in the Project that is not to be treated as Exempt Property. A request for computation that is filed after December 31 must be accompanied by a late fee of \$200.

3.2 County Notices. On or before February 1 of each Tax Year in the Exemption Period, the county assessor shall compute the PILOT Payment for the Project and shall notify the

Company (i) that the PILOT Payment must be paid to the county treasurer on or before March 1 and (ii) of the amount due and of the consequences of late payment or nonpayment.

ARTICLE 4 FAILURES TO MAKE PILOT PAYMENTS

4.1 Temporary Loss of Exemption. If the Company does not timely pay the PILOT Payment for any Tax Year and does not pay the PILOT Payment plus interest at the rate prescribed in ORS 311.505 (2) by the following March 1, the Exempt Property will not be exempt for the next Tax Year and shall be assessed and taxed as other similar property is assessed and taxed. Delinquent fees and interest shall be collected in the manner provided for collection of delinquent property taxes on personal property.

4.2 Disqualification. If the Company fails to pay the PILOT Payments for more than one year during the Exemption Period, the Exempt Property shall be disqualified from the exemption. Property that is disqualified under this subsection shall be assessed and taxed as other similar property is assessed and taxed and shall be assessed a penalty in an amount equal to one year of the PILOT Payments.

ARTICLE 5 ASSIGNMENTS

5.1 Assignments. The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender, to any affiliate or other entity formed for the purpose of developing, constructing, owning, or operating the Project, and to any purchaser or lessee of the Project, without the consent of the County, as long as such successor owner assumes and agrees to be bound by this Agreement. In such event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable, but not later than 20 days thereafter. The County shall execute and deliver and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing of the Project. Except as set forth in this Article 5, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other party, and any attempt by any party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, shall be null and void.

ARTICLE 6 MISCELLANEOUS

6.1 Notices. Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the party receiving it.

If to the County, to:

Morrow County
P.O. Box 247
Heppner, OR 97836
Facsimile No.: (541) 676-5610

If to the Company, to:

Tower Solar, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Contracts Administration

And

Avangrid Renewables, LLC
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Attention: Tax Department

with a copy to:

Troutman Sanders LLP
100 SW Main Street, Suite 1000
Portland, OR 97204
Attention: Adam C. Kobos

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

6.3 Entire Agreement. This Agreement is the entire agreement between the County and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the County and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the County or the Company, implied or express, other than those contained in this Agreement.

6.4 Severability. If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

6.5 Amendments. This Agreement may not be amended unless such amendment is in writing and executed by the County and the Company.

6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and venue shall be in the Circuit Court of the State of Oregon for the County of Morrow

6.7 Right to Contest Assessments. Nothing in this Agreement shall limit or restrict the Company from challenging the real market value or assessed value of any property, or the amount that is or would, but for the exemption, be due for property taxes.

The Company and the County have executed this Agreement effective as of the date of the last signature set forth below.

MORROW COUNTY

County Commissioner
Date: _____

County Commissioner
Date: _____

County Commissioner
Date: _____

TOWER SOLAR, LLC.

By: _____
Name: Sara Parsons
Title: Authorized Representative
Date: _____

By: _____
Name: _____
Title: Authorized Representative
Date: _____

Echo Solar - Morrow County Board of Commissioners

May 2022



Agenda

- Introductions
- Solar 101
- Energy Facility Siting Council Permitting
- Energy Grid Interconnection
- Construction Timeline
- Energy Off-take & Community Benefits
- Tax Abatement Discussion

Pine Gate Renewables

- Pine Gate Renewables (PGR) is a leader in the solar industry and an innovator in the movement for clean energy solutions. We specialize in developing and financing utility-scale solar farms, creating value throughout the project lifecycle. Through our strategic partnership with Blue Ridge Power, we fulfill all our project's engineering, procurement, and construction (EPC) needs to get our projects up and running.
- Pine Gate operates 100 solar projects in 20 states, accounting for more than 1GW of energy and have more than 15.5GW in active development.



PGR Operational Oregon Projects

- Pine Gate has developed 17 projects in Oregon, adding up to almost 90 MW (DC) of generation, including:
- Eagle Point - 10 MW - Clackamas Co.
- Collier - 10 MW - Deschutes Co.
- Woodline - 8 MW - Klamath Co.
- Brightwood - 10 MW - Clackamas Co.
- Sheep – 2 MW - Marion Co.

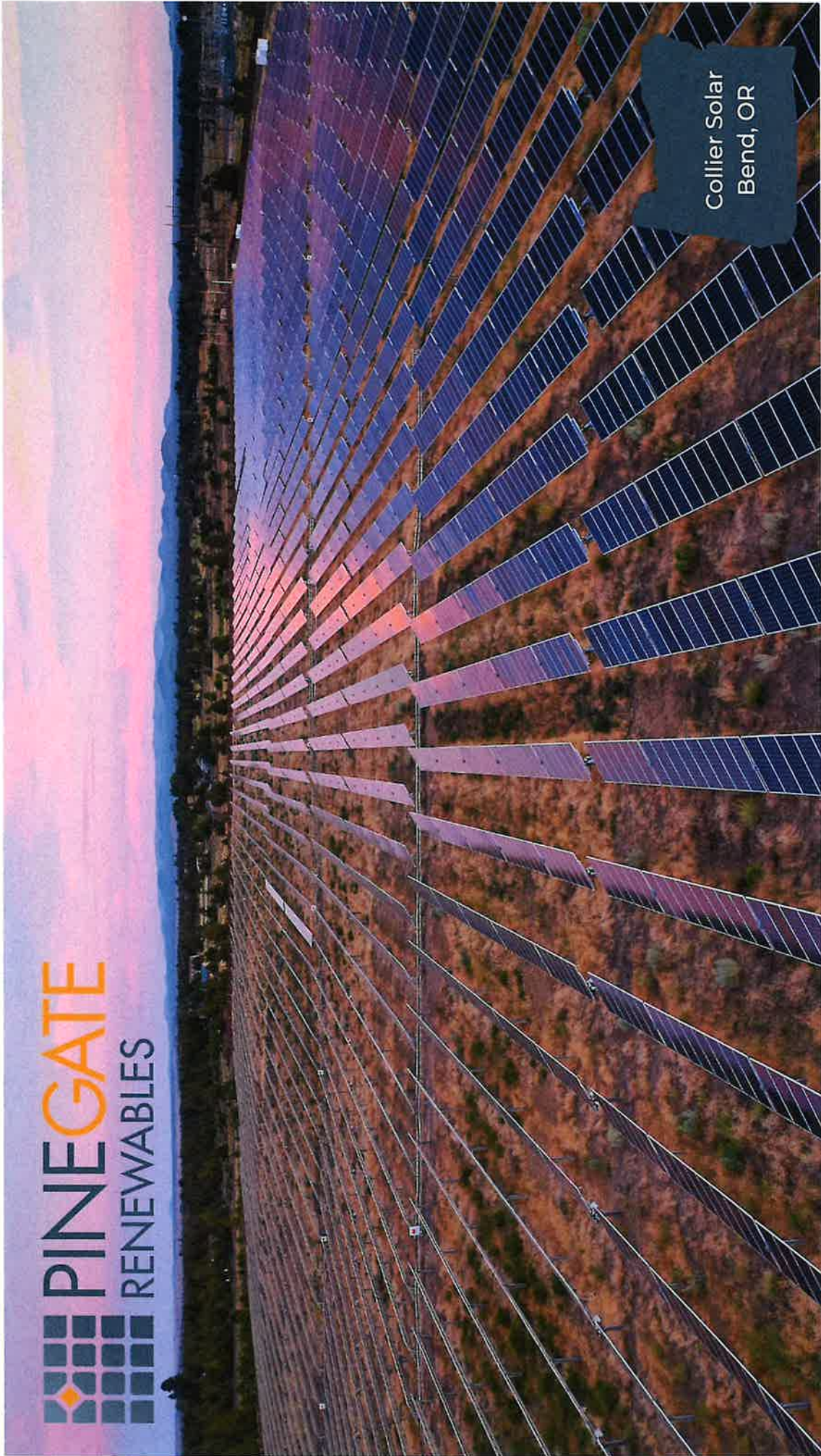


Woodline Solar, Klamath Oregon





Collier Solar
Bend, OR





PINEGATE
RENEWABLES

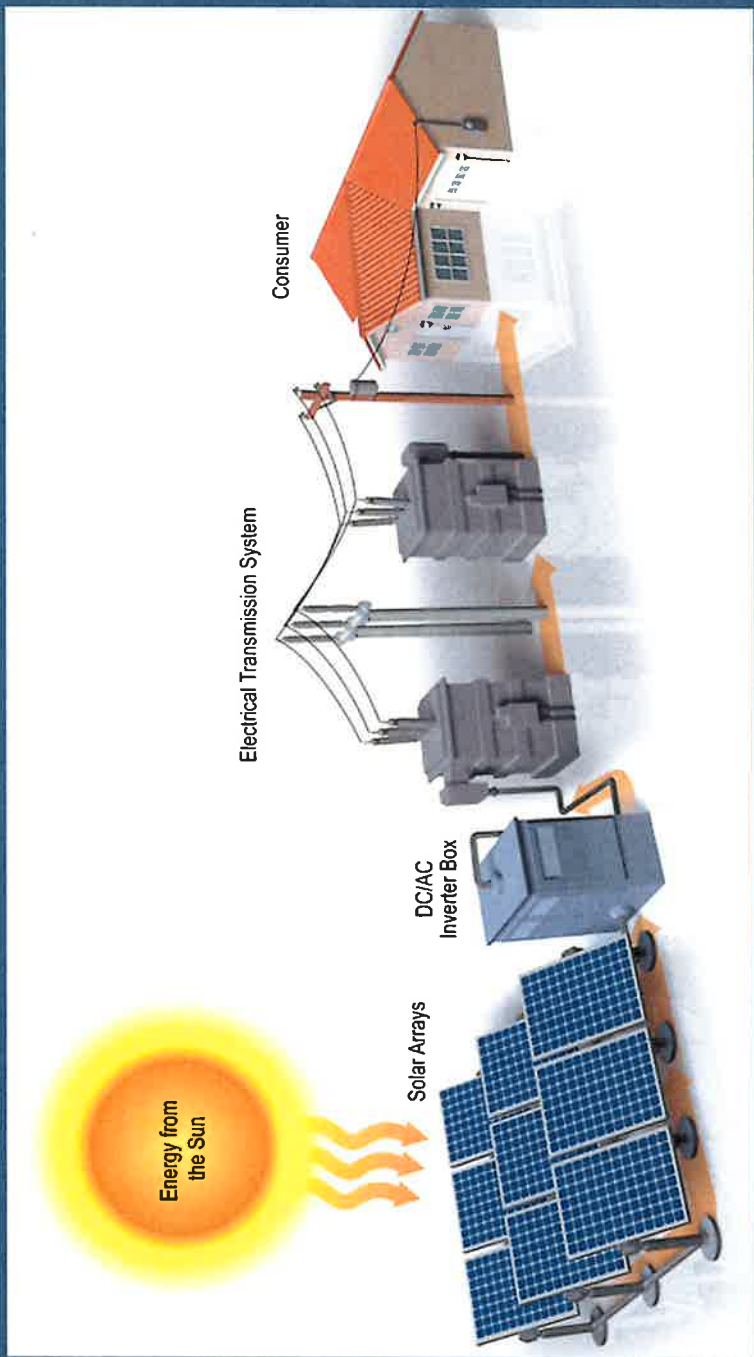
Sheep Solar
Turner, OR



Gallatin Power Partners

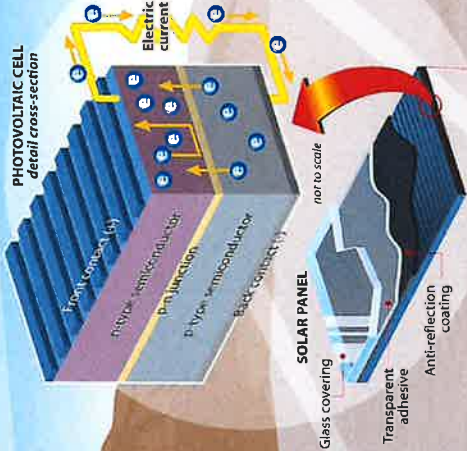
- Gallatin Power Partners is a renewable energy development firm focused on building local partnerships to develop sustainable energy projects that benefit the local community, landowners, and the environment. The Gallatin Power Team brings extensive solar, wind, and battery experience having developed over 13 GW of projects spanning from California to Massachusetts.

Solar 101



Tapping the Sun's Energy

Solar panels, or photovoltaic cells, harness energy from the sun. The cells are made of a semiconductive material that is specially treated so that the sun's rays help create a flow of electrons, which can be used to power your home.



PV cell at a glance

A photovoltaic (or PV) cell is a specially treated water of silicon, sandwiched between two thin contact plates. The top contact is positively charged, and the bottom contact is negatively charged, making it a semiconductor.

▶ The n-type semiconductor has an abundance of electrons, giving it a negative charge, while the p-type semiconductor is positively charged.

▶ Electron movement at the p-n junction produces an electrical field that allows only electrons to flow from the p-type layer to the n-type layer.

▶ When sunlight hits the solar cell, its energy knocks electrons loose from the atoms in the semiconductor.

▶ When the electrons hit the electrical field, they're attracted to the top contact and can create a usable electric current.

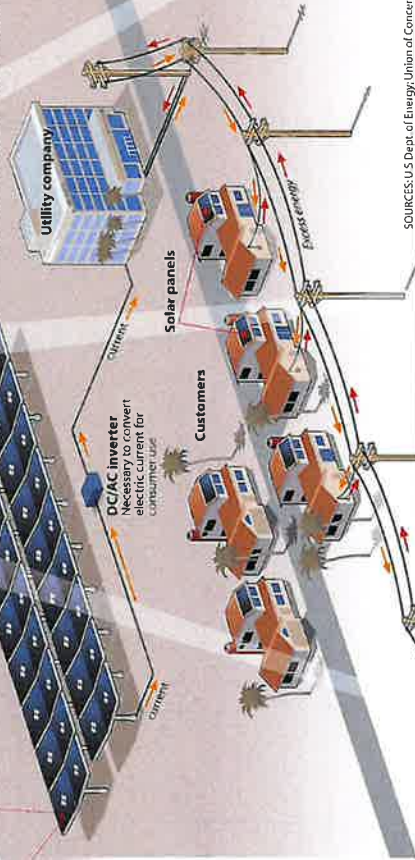
The sun gives off about 400 trillion trillion watts of power.

A lot of the sun's energy is reflected back into space or absorbed by the Earth's atmosphere. An average of 1,000 watts hits each square meter of the Earth's surface during peak times, more energy per hour than the global population uses in a year.

Solar panel farm
How much energy a solar panel can make depends on how efficient it is at converting the sun's energy. An average solar panel around a square meter in size can generate about 100 watts. Commercial panels are up to 17% efficient and are getting better every day.

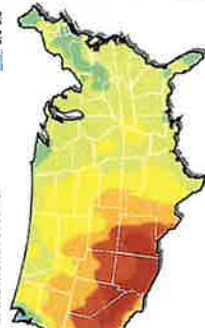
Feeding the grid

Excess energy from the solar array is fed into the power grid. It helps provide extra electricity to the community, especially during peak daytime hours. More than 35 U.S. states have laws that require net metering, which means that solar panel owners get to subtract the amount of energy produced by their solar panels from the energy they draw from the grid on their monthly bill.



Solar potential in the U.S.

The amount of energy striking almost any part of the Earth is vast, regardless of region, season, time of day, climate and air pollution. Shown is the average radiation received on a horizontal surface across the continental United States in the month of June.



SOURCE: U.S. Dept. of Energy, Union of Concerned Scientists, NREL, Solar.net

Echo Solar Project

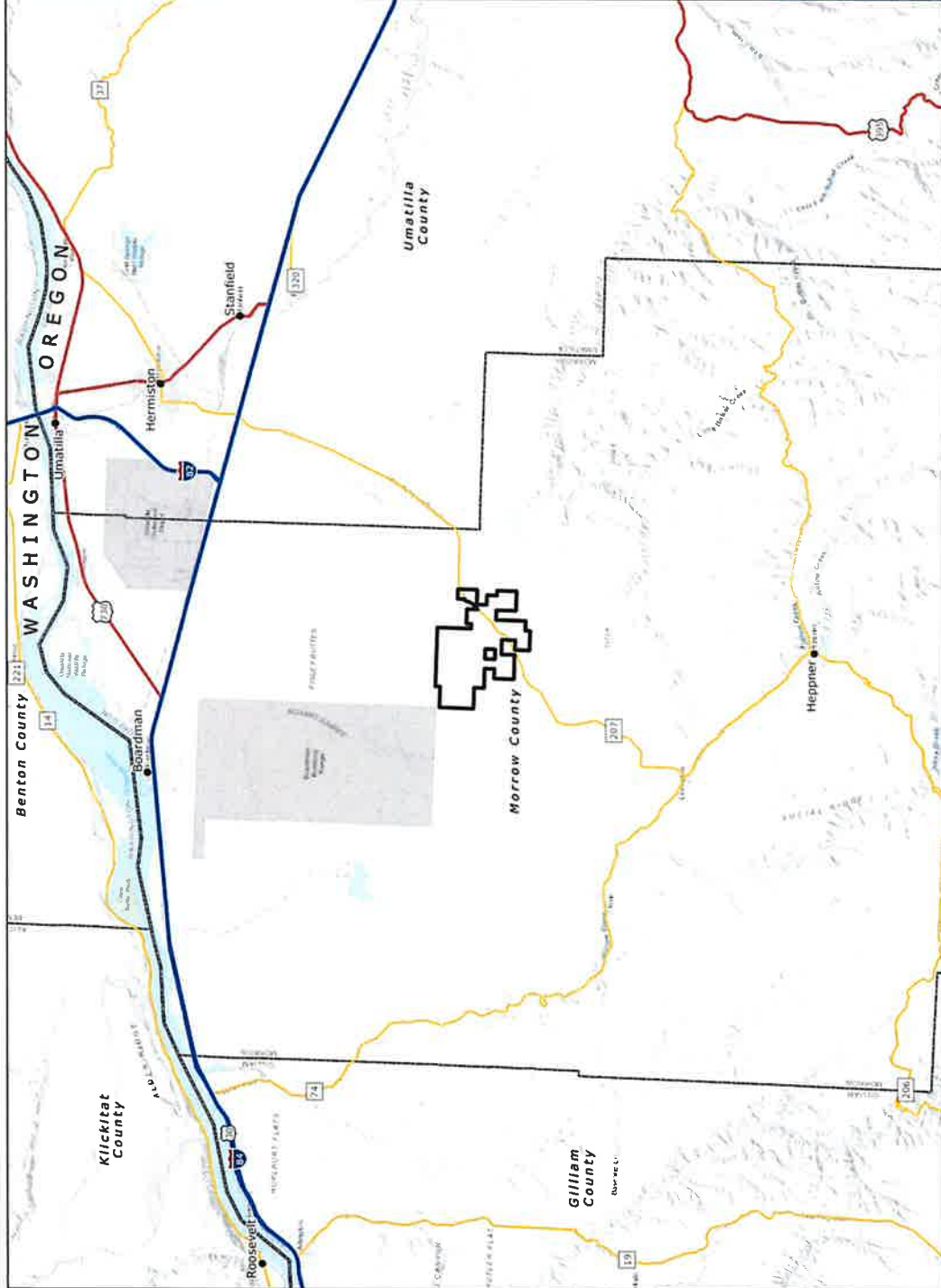
Figure 1 Vicinity Map

MORROW COUNTY, OR

- Site Boundary
- City/Town
- County Boundary
- State Boundary
- Interstate Highway
- US Highway
- State Highway



Reference Map



NOT FOR CONSTRUCTION

0 2.5 5 10 15 20 Miles

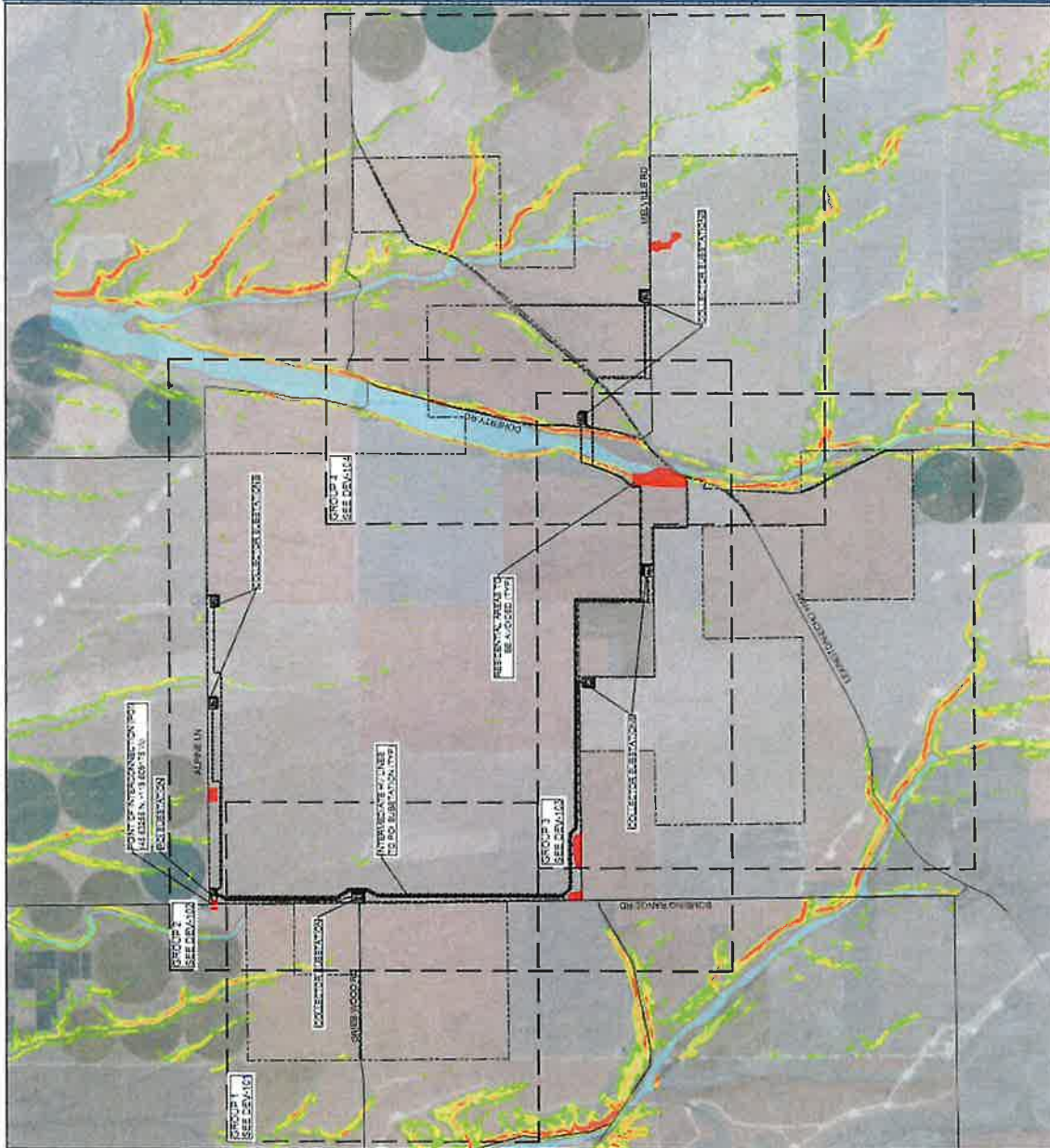
WGS 1984 UTM Zone 11N

1:300,000



Echo Solar

10,900 acres
1,250MW AC



Energy Facility Siting Council (EFSC) Permitting

- Notice of Intent submitted to ODOE May 5, 2022.
- Extensive biological and cultural surveys are currently underway.
- Application for site certificate to be submitted in Q1 2023 with expected order and certificate in Q1 2024.
- The majority of the project is currently cultivated with dryland wheat.

Energy Grid Interconnection

- Echo Solar is being studied for interconnection with both the Umatilla Electric Cooperative (UEC) and Bonneville Power Administration (BPA).
- The Facility will connect with the UEC system at the existing 230kV Blue Ridge Transmission Line near the intersection of Bombing Range Road and Alpine Lane on the north side of the Facility Site Boundary. If energy from the project flows from UEC to the BPA system, it will interconnect with BPA's grid at the planned Longhorn Substation.
- Our project is unaffiliated with the proposed Boardman to Hemmingway transmission line (B2H) and has no current plans to connect with B2H.

Construction Timeline

- Construction Start Q4 2024.
- Construction complete end of 2026.
- Likely constructed in three phases.
 - Phase 1: 440MW AC
 - Phase 2: 405MW AC
 - Phase 3: 405MW AC
- An average of approximately 400 employees will be present on-site during construction, with an anticipated on-site peak of up to 1,200 employees on-site at one time.

Energy Off-take & Community Benefits

- Oregon's and the Northwest's energy needs are growing and seeking clean energy sources. Echo Solar has the potential to serve a range of energy consumers from utility customers in the Pacific Northwest to large corporate consumers to regional energy exports.
- Echo Solar will produce clean, abundant energy which can help attract and retain additional high-tech industries to the area, from data centers to green hydrogen production to high-tech manufacturing, we believe our project will contribute to Morrow County's growing economy.
- Solar energy creates additional good-paying, permanent jobs, and can help diversify rural economies, without dramatically altering a community's character.

Tax Abatement Discussion

Oregon statute provides several options for local counties to tax solar projects in ways that increase the competitiveness of projects and help counties attract solar development. We would like to work with Morrow County on a mutually beneficial approach:

- PILOT (OR State Bill 154)
 - 20-Year maximum term
 - \$5,500/MW - \$7,000/MW of nameplate capacity
 - Enter into agreement prior to January 2, 2028
- Strategic Investment Program
 - 15-Year exemption
 - Community Service Fee, SIP Taxes, Negotiate \$/MW
 - Multiple SIPs due to Project being constructed in multiple phases

Contact Information

Joe Torkelson

Development Project Manager
Pine Gate Renewables
321-652-1835
jtorkelson@pgrenewables.com

Jeff L. Fox

VP, Land & Community Affairs
Gallatin Power Partners
406-599-2916
jeff@gallatinpower.com





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

(For BOC Use)
Item #
5.C.

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

Presenter at BOC: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item: Road Use Agreement with Amazon Data Services
Date submitted to reviewers: 9/8/2022
Requested Agenda Date: 9/14/2022
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Amazon Data Services, Inc.
Contractor/Entity Address: 410 Terry Ave N Seattle, Washington 98109
Effective Dates - From: 9/14/2022 Through: completion of data center construction
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes 9/9/2022 Department Director Required for all BOC meetings
Melissa Lindsay 9/9/2022 Liaison Commissioner Required for all BOC meetings
Justin Nelson 9/9/2022 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *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
(Page 2 of 2)

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

Amazon Data Services and Morrow County Road Department would like to enter into a Road Use Agreement during the construction of a data center approximately one mile south of I-84 on the Bombing Range. The entrance to the data center is at the northern point of tax lot 1701. As part of the agreement, Amazon has agreed to pay for the construction of a turn lane into their property for added safety to the motoring public as outlined in the agreement. Anderson & Perry is currently working on a scope of work for the project.

Attached is the Road Use Agreement, Preliminary Estimate of Construction Cost, and the Bombing Range Turn Lane Figure.

2. FISCAL IMPACT:

Some administration work and site visits for project communication and inspections.

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

Motion to approve the Road Use Agreement between Morrow County and Amazon Data Services.

Attach additional background documentation as needed.

PRELIMINARY ESTIMATE OF CONSTRUCTION COST

PROJECT: Bombing Range Road Right Turn Lane
Owner: Morrow County, Oregon
Design Status: Prelim / Scoping
Prepared By: Andy Lindsey, P.E.
Checked By:
Date: August 18, 2022



BID ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST
1	Mobilization/Demobilization (NTE 10%)	LS	1	\$25,000	\$25,000
2	Erosion and Sediment Control	LS	1	\$10,000	\$10,000
3	Temporary Protection & Direction of Traffic / Project Safety	LS	1	\$50,000	\$50,000
4	Clearing and Grubbing	LS	1	\$5,000	\$5,000
5	Earthwork	LS	1	\$40,000	\$40,000
6	Asphalt Pavement Saw Cutting	LF	500	\$8	\$4,000
7	Subgrade Geotextile	Sq Yd	1,200	\$5	\$6,000
8	Aggregate Base (Including Shoulder)	Ton	1,000	\$50	\$50,000
9	Level 3, 1/2-inch ACP Mixture	Ton	300	\$200	\$60,000
10	Pavement Striping, Marking, and Signing	LS	1	\$15,000	\$15,000
11	Surface Restoration	LS	1	\$10,000	\$10,000
Total Estimated Construction Contract Amount					\$275,000
Construction Contingency (20%)					\$55,000
Total Estimated Construction Cost					\$330,000

Estimated Design Engineering (15%)	\$	50,000
Estimated Construction Engineering (15%)	\$	50,000
Total Estimated Project Cost (2022)	\$	430,000
+5% Annual (2023)	\$	451,500



Morrow County
Bombing Range Rd

Proposed SB Right Hand Turn Lane
Design Speed 65 mph

Google Earth

300 ft

**WORK ORDER - Morrow County, Oregon, and Anderson Perry & Associates, Inc.
Bombing Range Road Turn Lane - 2023**

Work Order No. 2022-1
September 8, 2022

Job No. 530-16
Billing Group Nos. 060, 070

I. SCOPE OF SERVICES

In accordance with the Agreement for Engineering Services dated October 9, 2019, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide engineering services for the Bombing Range Road Turn Lane - 2023 project as described in the attached Scope of Work and Project Understanding, dated September 8, 2022.

II. SPECIAL CONDITIONS

Special Conditions related to this Work Order are as follows: None.

III. BASIS OF PAYMENT

- Lump Sum Basis for Design Engineering of \$50,000
- Time and Materials Basis for Construction Engineering, estimated to be \$50,000
- Other as described hereafter:

IV. AUTHORIZATION OF WORK ORDER

Owner: **Morrow County, Oregon**

By: _____

Name: _____

Title: _____

Acceptance by Engineer: **Anderson Perry & Associates, Inc.**

By: Chas Hutchins

Name: Chas Hutchins, P.E.

Title: Treasurer



SCOPE OF WORK AND PROJECT UNDERSTANDING
September 8, 2022

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Bombing Range Road Turn Lane - 2023 project for Morrow County, Oregon (Owner). The Owner intends to construct a southbound right turn lane on Bombing Range Road to facilitate potential development on the west side of Bombing Range Road. The approximate location of the project is shown on the sketch map attached as Exhibit A.

This SOW describes the work that will be performed by the Engineer to provide engineering services during the design and construction process.

ASSUMPTIONS

The following assumptions were made during the development of this SOW:

- The design will follow current applicable American Association of State Highway and Transportation Officials and Owner standards.
- A geotechnical investigation will not be required.
- Right-of-way acquisition is not anticipated and is not included in this SOW.
- Natural resources and cultural resources review and permitting is not anticipated to be required for the project; an environmental review is not included in this SOW.
- No Americans with Disabilities Act access improvements will be incorporated into the project design.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:

Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.

1. Prepare for and hold a pre-design coordination meeting with the Owner to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents prepared by the Engineer.



Design Engineering

1. Complete a topographic design survey of the work area. The topographic design survey will include roadway centerline and edge of pavement, existing utilities (located by others), culverts, fences, ditches, environmental features, and other items as required to perform the roadway design. A formal request for a utility locate within the project boundary will be requested by the Engineer. The survey shall be provided to the extent shown on Exhibit A.
2. Prepare 60 percent draft Drawings and a fee estimate for the proposed improvements.
3. Identify utilities located within the project area for inclusion on the design base map. Identify potential utility conflicts, and provide written notification to utility providers of potential conflicts and relocation requests.
4. Prepare 90 percent draft Advertisement for Bids, Instructions to Bidders, and a Bidder's Packet (hereinafter referred to as Bidding Documents), and an Agreement, Contract forms, Conditions of the Contract, Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
5. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on the 90 percent Bidding and Contract Documents.
6. Attend design review meetings with the Owner at the 60 and 90 percent complete stages.
7. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any, addressing any comments received from the Owner.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer shall perform the following tasks:

Construction Engineering

1. Assist the Owner in advertising for and obtaining bids for the work and maintaining a record of prospective bidders to whom Bidding and Contract Documents have been issued. Attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding and Contract Documents.



3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare bid tabulation sheets, and assist the Owner in evaluating bids or proposals, and in assembling and awarding a contract for the work.
5. After award of the construction contract by the Owner, meet with the Contractor and the Owner in a Preconstruction Conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to shop drawings and samples and other data which the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
7. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide construction staking and/or digital terrain models of the proposed improvements as called for in the Contract for the Contractor's use during construction.
9. Provide general engineering review of the work of the Contractor as construction progresses. The Engineer shall also provide a part-time Project Representative on site as appropriate to review the work. The Engineer shall keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the Owner and the Contractor. The Engineer's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
10. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project.



11. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
12. Prepare change orders for the Owner's approval that are necessary for the proper completion of the work by the Contractor.
13. Review the Contractor's requests for progress payments and, based upon on-site observation, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
14. Prepare and furnish to the Owner two sets of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the Engineer's Project Representative. It is recognized that these Record Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
15. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, and in company with the Owner, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer shall deliver a Certificate of Substantial Completion to the Owner and the Contractor.
16. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Engineer's services under Construction Engineering shall be considered complete when the project is accepted by the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW/Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.

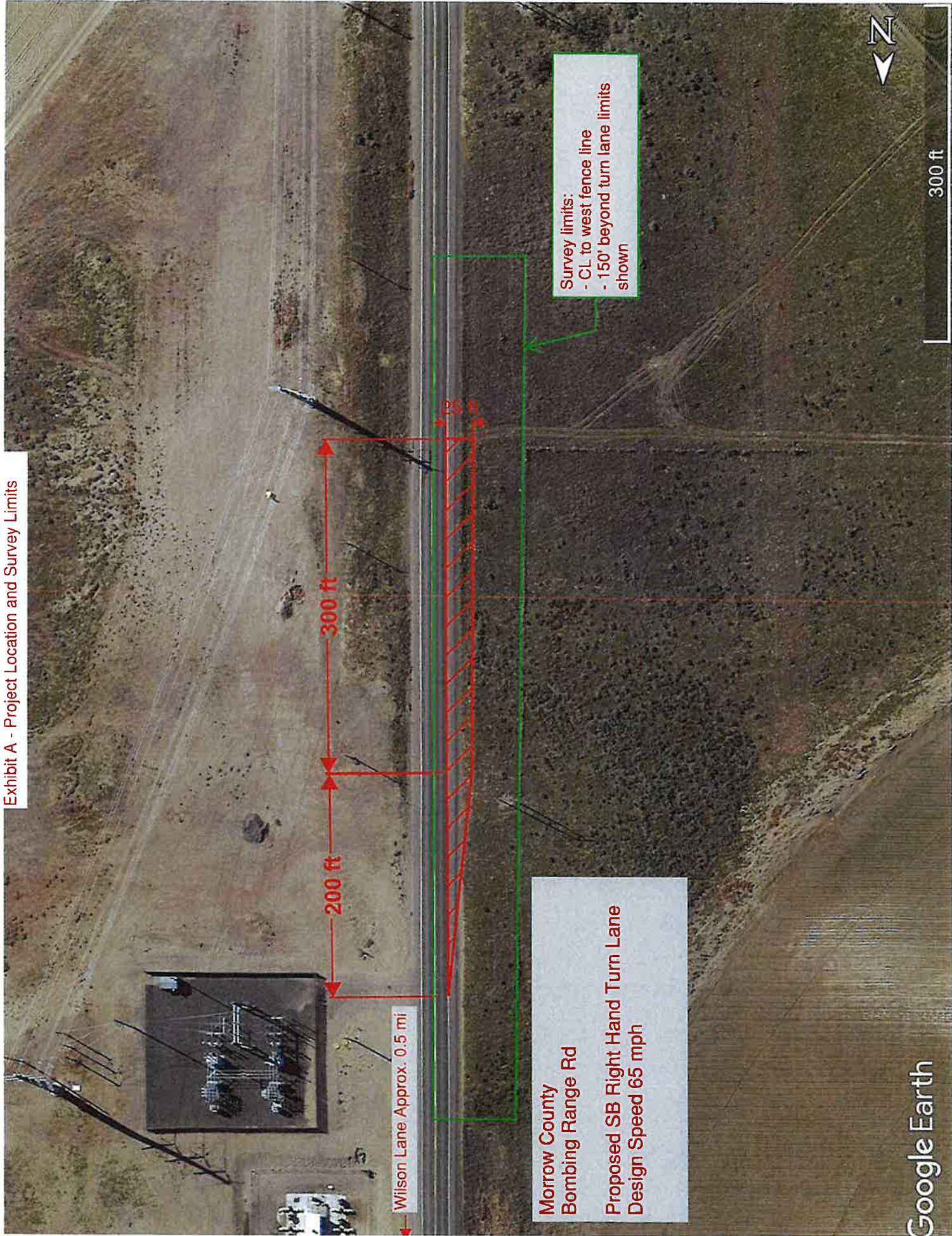


2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
3. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

FEE ESTIMATE

1. The estimated fee for "Design Engineering Services" outlined herein is \$50,000, on a lump sum basis. This amount shall not be exceeded without notification to and approval of the Owner.
2. The estimated fee for "Construction Engineering Services" outlined herein is \$50,000, on a time and materials basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval of the Owner. The estimated fee for "Construction Engineering Services" is included here for budgeting purposes only and is based on an assumed construction time of approximately two months. An updated engineering fee estimate for Construction Engineering Services will be prepared at the time of the project bidding.

Exhibit A - Project Location and Survey Limits



Wilson Lane Approx. 0.5 mi

Morrow County
Bombing Range Rd
Proposed SB Right Hand Turn Lane
Design Speed 65 mph

Survey limits:
- CL to west fence line
- 150' beyond turn lane limits shown



300 ft

Morrow County Road Use Agreement
With Amazon Data Services, Inc.

1.0 DATE

The effective date of this agreement (“Agreement”) is the date and time when the agreement has been signed by all parties as reflected in the signature blocks below.

2.0 PARTIES

The parties to this Agreement are MORROW COUNTY, a political subdivision of the State of Oregon (“County”), and AMAZON DATA SERVICES, INC., a Delaware corporation (“ADS”).

3.0 ROADS

- 3.1** ADS, as part of its industrial campus development (“Project”) located on property described as tax lot 1701 of Assessor’s Map 4N 25E 24 (“Property”), will be using a County Road for hauling operations and other construction traffic, specifically only the following road (“Road”) is considered a part of this Agreement: Bombing Range Road (County Road No. 490), portion south of Interstate 84 and north of the southern boundary of the Property.
- 3.2** Additional roads that may be used as part of the hauling operation and other construction traffic, if applicable, will be subject to the terms of this Agreement. The parties will incorporate additional roads by a written addendum to this Agreement before such roads are so utilized.
- 3.3** This Agreement sets out the terms of use for the hauling operations and other construction traffic that would necessitate any improvement and maintenance to the Road utilized by the Project.
- 3.4** The Road will be used for oversize loads and other construction traffic, such as concrete and construction materials. This Road may require modifications and/or safety considerations to accommodate the use by ADS. County consents to the modifications as set out in this Agreement, to the extent within County jurisdictions. Any work or use on private property or within State or City jurisdiction is beyond the scope of this Agreement.
- 3.5** County consents to the use of the Road by ADS under the terms and conditions of this Agreement.

4.0 CONDITIONS

- 4.1** ADS will provide to County a written list of all roads other than the Road that will be used as part of its hauling operation outside of this Agreement.
- 4.2** ADS will abide and comply with all load limits established by the County on all roads used for hauling materials and equipment to and from the Project until such time the road improvement project described in Section 5 of this Agreement has been awarded and construction has started.
- 4.3** County reserves the right and authority to change or vary the load limits on any County road as the County deems necessary.
- 4.4** ADS will be responsible for providing traffic control and protective devices meeting the requirements of the Manual on Uniform Traffic Control Devices (“MUTCD”) and Oregon Supplement to MUTCD as required to allow the safe flow of traffic on the Road. ADS acknowledges that the Road may, in some locations, be of minimum width and sight distances.
- 4.5** Any bridges located on the Road with a load limit of less than legal loads, will be improved at the expense of ADS to the satisfaction of County prior to ADS commencing the hauling operation or use on the Road.

5.0 MODIFICATIONS

- 5.1** The following modifications to the Road are contemplated by this Agreement, and County agrees to perform these modifications as County deems necessary and ADS agrees to reimburse County for the costs for said improvements up to an amount not to exceed \$450,000.00 (“Reimbursement Cap”):
 - Construct a southbound to westbound right-hand turn lane on Bombing Range Road at the primary site access point in order to minimize traffic hazards; install signage on Bombing Range Road warning of truck turns/driveways ahead and incorporating flashing signals during poor visibility conditions; and install lighting and signage at Project access points to meet standards approved by Morrow County Public Works Director and Morrow County Engineer and as outlined in the Morrow County Transportation System Plan (collectively, “Bombing Range Road Improvements”). All design, engineering, inspection, and administration costs related to the Bombing Range Road Improvements and incurred by County

("Bombing Range Road Improvement Costs") will be paid by ADS, not to exceed Reimbursement Cap.

The Reimbursement Cap does not include other payments required to be paid by Sections 3.2, 3.3, 3.4, 4.4, 4.5, and 6.1. All other reimbursements that ADS is required to make under this Agreement are subject to the Reimbursement Cap, except as excluded by the previous sentence.

- 5.2** In connection with the maintenance and repair of the Road in accordance with this Agreement, the parties acknowledge and agree that there may need to be utility and irrigation relocations; provided however that, in conjunction with approving the zoning permit for the Project (County File No. ZP-2956-22), the County Planning Commission found that no right-of-way dedication or acquisition was necessary in conjunction with completing the Bombing Range Road Improvements. County will obtain all necessary approvals, consents, and permits in connection with any utility and irrigation relocation subject to reimbursement for actual costs by ADS.
- 5.3** ADS acknowledges that County will comply with all applicable state and federal procurement statutes, rules, and policies. County will conduct all procurement processes connected with this section and will award all contracts based upon applicable state and federal procurement statutes, rules, and policies.
- 5.4** Within 30 calendar days after the date County accepts a construction bid in accordance with this Agreement and notifies ADS of the awarded cost, ADS will deliver 30% of Reimbursement Cap to County. For this initial reimbursement and subsequent reimbursements, ADS will reimburse County for the Bombing Range Road Improvement Costs pursuant to the following procedure:

 - a. County will submit to on-site representative each invoice approved by County reflecting costs charged to the County for completion of all or a portion of the Bombing Range Road Improvements, together with an itemized explanation of the aspect of the Bombing Range Road Improvements reflected in the invoice, including a 10% Administration cost to County ("Reimbursement Request").
 - b. Within 7 days after receipt of the County Reimbursement Request, ADS will review same and either: (i) determine the Reimbursement Request to be reasonable; or (ii) determine the Reimbursement Request to be unreasonable and provide written notice of its specific

objections to County. ADS will only object to the Reimbursement Request if it includes line items that are material additions or changes to the Bombing Range Road Improvements as defined in this Agreement that have not been previously authorized by ADS, or if the cost for time and materials is, without sufficient justification, significantly higher than ADS' experience in the marketplace. Within 7 days after receipt of ADS' written objections, the parties will meet to discuss a resolution. The amount of ADS' reasonable determination or the parties' mutual agreement will be the amount of the reimbursement awarded in response to the specific Reimbursement Request ("Reimbursement").

c. Within 30 days after ADS' reasonableness determination or the parties' mutual agreement, ADS will pay an amount equal to the Reimbursement to County.

5.5 County will complete modifications required by this Agreement within 24 months after receiving all entitlements. Entitlements to include design of improvements approved by County, land acquisitions needed, irrigation relocation approval, any other utility relocation and accepted bid by County for construction of said improvements.

5.6 The parties agree that execution of this Agreement by both parties will constitute full satisfaction by ADS of Conditions 4 and 5 of County File No. ZP-2956-22, as it has been amended by County. ADS will not be required to take any further steps or actions, under this Agreement or otherwise, to satisfy these conditions. For purposes of obtaining future permits or certificates of occupancy for data center buildings in the Project, Developer will have no further obligations to fund or complete improvements to Bombing Range Road.

6.0 MAINTENANCE

6.1 Until award of project and construction has commenced, ADS agrees that if notified in writing by the County of any necessary maintenance on the segment of Bombing Range Road covered by this Agreement, ADS will perform all such required maintenance at ADS' expense within 24 hours after receipt of notice, provided that such notice includes specific details of the condition of the road segment needing to be repaired and if such problem was caused by ADS.

7.0 ADDITIONAL CONDITIONS

- 7.1** From acceptance of this Agreement until the Bombing Range Road Improvements are completed, ADS will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being performed or during construction hours to provide a smooth and safe traffic flow on roads used in this Agreement.
- 7.2** ADS will comply with the Morrow County Transportation System Plan including, but not limited to, requirements for Traffic Impact Analysis, development of roads to County road standards, and access management requirements. The parties agree that ADS has satisfied these requirements for the Project as approved by County in County File No. ZP-2956-22, as amended and signed on July 5, 2022.
- 7.3** County will request bids for road work described in this Agreement. If the bids accepted as part of procurement process exceed the engineer's estimate as advertised in the RFP, County will bear the additional costs above the amount of the engineer's estimate.

8.0 GENERAL TERMS

- 8.1** All work on any County Road will be completed to the reasonable satisfaction of Morrow County Public Works Director.
- 8.2** All materials and work product applied to any County Road as a result of this Agreement become the exclusive property of County.
- 8.3** County will comply with all Federal, State, and local laws and ordinances applicable to work under this Agreement.
- 8.4** The time for performance of any term, covenant, condition, or provision of this Agreement will be extended by any period of any occurrence beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and will include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, riot, civil commotion, acts of public enemy and casualty or unrelated third parties, and, legal challenge by a non-signatory to this Agreement not arising from breach or non-compliance with this Agreement so long as the party claiming such force majeure is proceeding

diligently and with good faith commercially reasonable efforts to settle, fully adjudicate, or otherwise obtain final disposition of such matter.

- 8.5** Upon full execution of this Agreement, ADS' pre-conditions to access permits at the Project are deemed satisfied with respect to County Roads and no further conditions with respect to County Roads will be placed upon ADS' ability to obtain building permits (or any occupancy permits) at the Project from County.
- 8.6** Notwithstanding ADS' commitment to pay up to the Reimbursement Cap and complete other obligations pursuant to the terms of this Agreement, ADS reserves any and all rights to challenge any additional exactions imposed by County through this Agreement or in subsequent applications for the Project.
- 8.7** In the case of any change in regional policy or federal or state law or other change in circumstance that renders compliance with this Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either party under this Agreement. If the substantial rights of either party are prejudiced by giving effect to the remainder of this Agreement, then the parties will negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails in its essential purpose then the parties will be placed into their original position to the extent practical.
- 8.8** The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable will only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given "sole discretion" or being allowed to make a decision in its "sole judgment."
- 8.9** Each party will, without further consideration, execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the parties.

- 8.10** The parties agree that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, and County and ADS acknowledge and agree that any and all land use approvals required for the Project and/or Bombing Range Road Improvements are to be obtained (or have been obtained) in due course on another date in accordance with all applicable laws and regulations.
- 8.11** No amendment, change or modification of this Agreement will be valid, unless in writing and signed by the parties.
- 8.12** The laws of the State of Oregon will govern the interpretation and enforcement of this Agreement without regard to principles of conflicts of laws.
- 8.13** Time is expressly declared to be of the essence in this Agreement.
- 8.14** All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 8.14.

To County: Morrow County Public Works Office
Attn: Public Works Director
365 West Highway 74
Lexington, OR 97839

With a copy to: Morrow County Counsel
100 S Court Street
PO Box 664
Heppner, OR 97836

To ADS: Amazon Data Services, Inc.
410 Terry Ave N
Seattle, Washington 98109
Attn: General Counsel (AWS Real Estate - Bombing Range Road)

With a copy via email to: NADCRent@amazon.com
Legal-us-realestate@amazon.com

- 8.15** This Agreement and its attached exhibits set forth the entire understanding among the parties hereto with respect to the subject matter herein, there being no terms, conditions, warranties, or representations with respect to its subject matter other than as contained herein.
- 8.16** The parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that party. Without limiting the generality of the foregoing, each party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.
- 8.17** For all reimbursable costs incurred by County in connection with this Agreement, ADS will reimburse the County as described in Section 5, subject to the Reimbursement Cap. All invoices will state "Bombing Range Road Use Agreement" on the subject line.

9.0 TERMINATION OF AGREEMENT

- 9.1** If ADS defaults in fulfilling the conditions or terms of this Agreement, or any of them, County may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.
- 9.2** If County defaults in fulfilling the conditions or terms of this Agreement, or any of them, ADS may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.
- 9.3** Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein contained will not operate as a waiver of either party's rights or responsibilities hereunder in respect

to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof will be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.

10.0 SIGNATURE

10.1 Either party may deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

The parties have signed this Agreement in duplicate as of the dates below written.

MORROW COUNTY

Jim Doherty, Chair

Date

Melissa Lindsey, Commissioner

Date

Don Russell, Commissioner

Date

AMAZON DATA SERVICES, INC.

Name:

Title:

By:

Date:

JOB DESCRIPTION

Date Prepared: June 2015
Updated August 2017

Position Title: County Administrator

Department: Administration

Supervisor: Board of Commissioners

Position Overview: The County Administrator (CA) is appointed by and reports to the Board of Commissioners (BOC). The CA is responsible for implementing BOC policy, managing County operations, oversight of the County's budget, and supervisory authority over Department Directors. The person in this position will advise, assist and act as agent as directed by the BOC. The CA has responsibility and authority to assure County functions are carried out efficiently and effectively. The CA will provide leadership and administrative guidance to all elected and appointed Department Directors and processes as assigned by the BOC.

Reporting Positions: All appointed Department Directors and specific employees.

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. **Education, Experience and Training:** Five years of professional, progressively responsible experience in an administrative, managerial or supervisory capacity which includes experience in budget preparation, personnel administration, and program development, implementation and management. Bachelor's degree in Business Administration or related field, preferably supplemented by a Master's degree in Business or Public Administration or related field; or any equivalent combination of experience and training.
2. **Equipment used -** Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. **Skill and ability to establish and maintain effective working relationships with** appointed and elected Department Directors and county employees.
4. **Ability to make independent decisions and solve problems.**
5. **Knowledge and ability to apply public administration theories, techniques and practices in the administration of the planning, coordination and implementation of county operations.**
6. **The ability to learn and utilize the software necessary to perform all tasks.**
7. **The ability to explain complex issues in situations which are sometimes adversarial or controversial.**

8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
11. Must live in Morrow County.

Essential Job Functions:

Physical:

1. Occasional lifting of heavy files, office re-arrangement.
2. Occasional driving required.
3. Ability to operate a personal computer and personal electronic devices to retrieve and enter data and information.
4. Regular and predictable attendance.
5. Ability to sit for extended periods of time.

Mental:

1. Ability to handle stressful situations when interacting with the public and/or County employees.
2. Ability to think pro-actively in employee relations and anticipation of needs.
3. Ability to read, write and comprehend English.
4. Ability to perform basic math functions.
5. Ability to comprehend complex issues and commit these issues to writing.
6. Ability to maintain confidentiality.

Job Duty Outline:

- I. Administrative Functions.
 - A. Serve as management analyst to BOC: work directly with elected and appointed Department Directors to solve specific problems identified by the BOC.
 - B. Coordinate special projects at the direction of the BOC.
 - C. Support the BOC in the development of short-term and long-range goals for County services and finances.
 - D. Implement established goals by developing necessary objectives and strategies, including overseeing development of individual department plans in support of the BOC goals. Conduct necessary analyses to evaluate County performance in achieving the goals, reporting to the BOC.
 - E. Ensure development of individual department plans to implement County goals and objectives. Conduct necessary analyses to evaluate County performance.
 - F. Perform executive management level duties, which include: organizational planning, leadership and administrative work in assisting and supporting operations of the county government under the authority of the BOC and

- implement directives, policies and major initiatives at the request of the BOC.
- G. Works in a collaborative manner with appointed and elected Department Directors on specific assignments; facilities management, team building, policy interpretation, guidelines and procedures. Provides a variety of administrative support services for the BOC on a continuing and special request basis; assists the BOC in decision making process, information gathering, policy development and review.
 - H. Facilitates the communication and decision making process between departments and the BOC; ensures that information provided to the BOC is professional and presented in a manner that facilitates decision making.
 - I. Coordinates the planning efforts for the BOC, which includes establishing objectives and developing strategies, assisting the Board with developing goals and objectives.
 - J. Participates in the development of agendas for the BOC meetings and attends BOC meetings to present information as requested.
 - K. Represent the County to media, citizens and local organizations and groups regarding desires, questions, suggestions and complaints about County services.
 - L. Administer foreclosed property program.
 - M. Facilitate interdepartmental collaboration, integration, and communication.
 - N. Serve as the County Budget Officer, working closely with the Finance Director. Ensure submission of departmental budgets and consolidation of County budget for presentation to the Budget Committee. Make appropriate recommendations to the Budget Committee regarding use of available resources. Review monthly financial reports to determine compliance to established short-term and long-range goals, as well as the effective and proper use of budgeted funds.
 - O. Hire and supervise appointed Department Directors and assigned staff and evaluate their performance in a timely manner to assure alignment with the BOC policies and priorities.
 - 1. Meet with appointed Department Directors to develop long-range plans and employee needs.
 - 2. Assist with employee relations.
 - 3. Troubleshoot with appointed Department Directors and develop plans of action.
 - 4. First step in the grievance process.
 - 5. Approve all Leave Requests.
 - 6. Encourage and approve all training requests.
 - 7. Complete annual (at a minimum) Performance Appraisals.
 - 8. Disciplinary actions as needed.
 - P. Serve as Liaison with elected Department Directors.
 - 1. Meet with elected Department Directors to develop long-range plans and employee needs.

2. Assist with employee relations.
 3. Troubleshoot with elected Department Directors and develop plans of action.
- Q. Working with Department Directors manage staffing resources across the county to meet the stated goals, including relocation/reallocation of available FTE, as needed.
- R. Serve as Liaison with BOC.
1. Meet with the BOC on a regular basis to keep them apprised of events, trends and needs identified in meetings with appointed and elected Department Directors.
 2. Establishes standards and performance measures for county organization improvement.
 3. Oversees the development and administration of policies, procedures, programs, goals and objectives.
- II. Department Organization
- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept 9, 2022
Position Title: BOC Chief of Staff
Department: Board of Commissioners (BOC)
Supervisor: Commissioners
Grade: Non-Union Exempt, Range 24

Position Summary: This position is responsible for all County facilities and contracts for business. This position coordinates and provides administrative support services to the Board and serves as liaison between the Board and advisory boards and external agencies, as well as support to departments to department heads. Other principal duties include serving as the County contract officer and real property manager.

Supervisory Responsibilities: The Chief of Staff supervises support staff in the Board of County Commissioners’ office and serves as the department head for the Facilities/Maintenance department.

Qualifications:

- Education: Bachelor’s Degree with one year of experience in related field.
- Experience: One year of experience in related field i.e. program administration, management, public administration, business administration.
- OR: May substitute additional experience for equivalent in degree (4 years).
- License: Must possess a valid driver’s license.

Skills/Abilities:

- Equipment used: Computer, tablet, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, Adobe Acrobat, and other software applications as required.
- Knowledge: Knowledge of principles, practices, and techniques of public administration including fiscal management, personnel management, contract management, grant management, building and construction management, fleet management, and budget preparation. Knowledge of data collection and research techniques.

- Strong analytical and assessment skills. Strong human relations, interpersonal, negotiation, public speaking, and written and verbal communication skills.
- Strong skills in writing grants, preparing reports and policies, and creating, administering, and tracking grants and budgets.
- High level skills in management principles and practices, including planning, organizing, directing, and decision making. Skill in departmental collaboration and development. Skill in supervising, leading, and collaborating with staff. Skill in motivating staff to work effectively and directing workflow to promote the departments' mission. This position requires skills not only in managing employees but also in relating to government officials, and business and corporate representatives.

Job Duties/Responsibilities:

- Department Supervision
 - Provides overall department supervision for: Board of Commissioners staff, Facilities/Maintenance, and Veteran's. Routinely provides supervision to direct reports: Board Executive Assistant, Veteran's Service Officer, [Fair Secretary](#), and Maintenance Supervisor. Create, track, and manage budgets for the Board of Commissioners' office, and Facilities/Maintenance. Provide budget support for the Veteran's [and fair](#) office.
- County Representation
 - Represent the County in a variety of internal and external meetings. Respond to special project or technical assistance requests from the Board of Commissioners, committees and action groups. Research and present information as required. Participate in special programs and multi-agency projects and serve on state-wide committees as directed by the Board. Provide information to the public and advisory groups. Coordinate and help orientate new commissioners.
- Commissioner's Meetings
 - Coordinate and plan Commissioners' meetings with the Board, County Counsel, and the Executive Assistant. Review agenda items and information for Commissioners' meeting agendas. Research and record agenda information for public dispersal with brief description and background information on items of importance. Supports the Board in communicating and implementing existing and proposed Board policy decisions to department heads and elected officials. Attend meetings and on occasion serve as back up to audio record, take, and create the minutes.

- Facilities Management
 - Create and actively maintain a formal inventory of County facilities. Include a listing of the departments that occupy and maintain such facilities. Plan for adequate space for employees, public, and records to maximize use of County facilities.
 - Create an operations and maintenance manual for the courthouse and all other primary County facilities. Conduct an annual capital needs assessment.
 - Works with the Maintenance Supervisor to generate preventative maintenance plans and solutions to rectify building safety issues; i.e., leaky ceilings and walls, unhealthy air in the building, generator issues, and asbestos problems.
 - Responsible for any remodeling or construction of County facilities.
- Project Management
 - Tasked regularly to lead and manage major projects and programs, including [long range planning, strategic planning, the Broadband Action Team](#), and various major construction projects in the County courthouse and other County facilities. Apply for and manage grants that support County projects assigned to this position. Ensure compliance with grant conditions. Prepare and submit cash requests for grant funds and required reports. Participate in audits.
- Real Property Manager
 - Actively maintain a formal inventory of all County properties. Prepare, schedule, and coordinate the annual land auction. Prepare deeds, contracts, and other real property instruments. Negotiate easements and leases of property for County use. Locate boundaries and photograph properties. Coordinate environmental cleanups.
- County Contract Officer
 - Actively maintain a database of all County agreements. Review and approve standard form public contracting documents and procurements for all County departments. Direct construction contracts and oversee contractors. Provide or lead contract solicitations as needed by departments. Work together with Finance to ensure that Morrow County's public contracting procurements comply with the requirements of Oregon Law, administrative rules and Federal law and regulation. Ensure the efficacy of contracts with the County. Refer proposed contracts that do not meet criteria to County Counsel. Coordinate the sale of surplus equipment and vehicles.

- County Legal Counsel Coordination
 - Assist County counsel with research matters as necessary.
- Reporting
 - Write and otherwise prepare reports involving complex and inter-related management analyses. Research and analyze surveys, procedural and administrative studies, and evaluations. Recommend course of action if required. Create and update historical/educational materials relating to the Board.
- At the direction of the Board, assist in writing, coordinating, and tracking Board policies.
- Performs related duties as assigned to meet business needs.

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Essential Job Functions:

Working Environment: Work is performed primarily in County Board of Commissioners office and includes travel to other county facilities or within the state for training.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.
- While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.
- The noise level in the work environment is usually quiet but on occasion can be exposed to construction level noise.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Able to make decisions independently in accordance with established policies and procedures. Able to use initiative and judgment in completing tasks and responsibilities. Able to communicate effectively in oral and written forms.
- Able to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write clear

and concise reports, business correspondence, procedure manuals, contracts, and grant proposals.

- Able to interpret policies, rules, and procedures in light of the particular circumstances at hand. Able to utilize problem identification and resolution techniques.
- Able to meet and deal courteously and effectively with other employees; federal, state, and city representatives; contractors; vendors; advisory boards; community groups; and the public. Able to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Able to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. Able to establish and maintain records, reports, and statistical data.
- Able to remain calm and use good judgment during confrontational or high-pressure situations that may arise. Able to supervise and direct the work of others to attain high quality work in an efficient manner.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date

Join ECONorthwest and Cities of Lone, Lexington and Heppner and explore the barriers to housing development in the Willow Creek Valley and interventions the cities can take to overcome them.

OPEN HOUSE

9.19.22 | 4-6PM

The cities of Lone, Lexington, and Heppner are struggling to produce enough housing that meets the needs of current and future residents. Among other barriers, the cities lack infrastructure capacity and developer capacity to accommodate new housing development. Morrow County and the cities of Lone, Lexington, and Heppner are working with ECONorthwest to develop a Housing Implementation Plan that will provide a set of interventions that the cities can pursue to address these housing needs.



Gilliam & Bisbee Building
106 E May Street
Heppner, OR, 97836
Light Refreshments
Will Be Provided

For More Information
Please Contact City Hall Or
Tamra Mabbott
Morrow County Planning Director
(541) 922-4624

Dear Morrow County Commissioners Jim Doherty, Melissa Lindsay and Don Russell,

On behalf of rural community members in Morrow County whose domestic wells have tested high in nitrates, thank you for your important leadership efforts to immediately access safe drinking water.

We would like to invite you to a Safe Water Community Meeting on Thursday, September 15, 2022 to offer appreciation and continue to seek solutions. The meeting will be held at Sam Boardman Elementary School located at 301 Wilson Lane in Boardman, from 6:00 pm - 7:30 pm, doors will open at 5:30 pm.

Federal and state elected and state agency officials have also been invited. Community members are interested in understanding the state's commitment to safe drinking water for all Oregon residents, and specifically the next steps to ensure adequate resources are available to continue to access safe drinking water and build long term solutions in the Lower Umatilla Basin.

As part of the agenda, we welcome your comments for 3-5 minutes about the County's efforts and needed resources moving forward.

We greatly appreciate your consideration of this request. Your staff can contact Steven Coles at 541-975-2411 or StevenC@oregonrural.org for information and to discuss this invitation further. We look forward to your attendance at the Safe Water Community Meeting and your leadership to successfully access safe water for all Oregonians.

Sincerely,

Kristin Anderson Ostrom
Executive Director
Oregon Rural Action
Email: kristinO@oregonrural.org
Cell: 402-917-7205 | Office: 541-975-2411