

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 5, 2023 at 9:00 a.m.

Morrow County Government Center, Don Adams Conference Room

215 N.E. Main Ave., Irrigon, Oregon

Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
 2. **City/Citizen Comments**
 3. **Open Agenda:** The Board may introduce subjects not on the agenda
 4. **Consent Calendar**
 - a. Minutes: March 15th
 - b. Amendments 7 & 8 to Oregon Health Authority Intergovernmental Agreement #173145 for the Financing of Mental Health Services
 - c. Contract with DLR Group for Site Review
 5. **Business Items**
 - a. Community Counseling Solutions Quarterly Report (Kimberly Lindsay, Executive Director)
 - b. Update from PGE on Hydrogen Project (Wendy Veliz)
 - c. Update on Outside Legal Counsel's Review of Matters Related to the Morrow County Ambulance Service Area Plan (Chair Sykes)
 - d. Review the Motion to Table the Request for a Letter in Support of Ambulance Licensing from Boardman Fire Rescue District
 - e. Request to Repeal Ordinance MC-C-4-98: In the Matter of Regulating Ambulance Service Providers (Chief Mike Hughes, Boardman Fire Rescue Dist.)
 - f. Ordinance No. ORD-2023-3: Amending Approval of Permits for Construction in the Right-of-Way (Justin Nelson, County Counsel)
 - g. Appointment Request, Public Transit Advisory Committee (Benjamin Tucker, Transit Manager)
 6. **Department Reports**
 - a. Road Department Quarterly Report (Mike Haugen)
 - b. Sheriff's Office Monthly Report (Melissa Camarillo)
 - c. Fair Office Quarterly Report
 - d. District Attorney Quarterly Report (Justin Nelson)
 - e. Human Resources Quarterly Report (Lindsay Grogan)
 - f. Public Health Quarterly Report (Robin Canaday)
 - g. Administrator's Report (Roberta Vanderwall)
 7. **Legislative Updates**
 8. **Correspondence**
 9. **Commissioner Reports**
 10. **Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; **and** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection – (ORS 285C.620)
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11. Public Hearing (ORS 285C.609(4)): Strategic Investment Program (SIP) Agreement with Amazon Data Services, Inc.

- a. Consideration of a SIP Agreement with Amazon Data Services, Inc.
- b. Accept public testimony concerning SIP Agreement
- c. Consideration of Resolution R-2023-4: Requesting Oregon Business Development Department Exempt Amazon Data Services, Inc. from Property Taxation Under the Strategic Investment Program

12. Signing of documents

13. Adjournment

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

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

- 1-346-248-7799 1-312-626-6799
- 1-669-900-6833 1-929-436-2866

Zoom Specific Notes:

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

Morrow County Board of Commissioners Meeting Minutes
March 15, 2023
Bartholomew Building, Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Kevin Ince, Roberta Lutcher, Justin Nelson, Jaylene Papineau, Eric Imes, Tony Clement; Non-Staff Participants: Mike Hughes, Larry Lutcher, Emily Roberts

Present Via Zoom

Robin Canaday, Christy Kenny, Mike Gorman, Tamra Mabbott, Gina Wilson, Kirsti Cason, Linda Skendzel, Heidi Turrell, Benjamin Tucker, Bobbi Childers, Paul Gray, Deona Siex, Sandi Pointer; Non-Staff Participants: Karen Wolff, Carla McLane, Ana Maria Rodriguez, Kelly Doherty, Zaira Sanchez

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

City & Citizen Comments:

Ana Marie Rodriguez, Oregon Rural Action (ORA), thanked Commissioner Drago for participating in an event on March 11th that had volunteers going door-to-door in Boardman. Zaira Sanchez, ORA, also thanked Commissioner Drago for attending the volunteer outreach day. She said 14 volunteers contacted residents who hadn't had water testing. She said she was looking forward to the next event in Irrigon and suggested people contact the Public Health Department for additional information.

Kelly Doherty, Boardman, said she previously made a request to have Zoom meetings uploaded and to allow Spanish speakers to read those minutes off of Zoom. She also went on to offer comment on five items listed on the agenda: 1.) Request for Letter in Support of Ambulance Licensing; 2.) Request for Letter of Support, PGE Hydrogen Project; 3.) Amendment 2 to Columbia River Enterprise Zone III Intergovernmental Agreement; 4.) Executive Session Pursuant to ORS 192.660(2)(g); and 5.) Strategic Investment Program Agreement with Amazon Data Services, Inc.

Consent Calendar

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

- 1. Minutes: February 2nd, 15th, 22nd, March 1st*
- 2. Cellular Provider Change, Sheriff's Office – switching from U.S. Cellular to Verizon for more reliable service*
- 3. Amendment 1 to Justice Reinvestment Grant Agreement #JR-23-022; and authorize Chair Sykes to sign on behalf of the County*

Commissioner Drago seconded. Vote: Unanimous approval.

Business Items

Status Update from County Counsel, Justin Nelson: Request to Repeal Ordinance MC-C-4-98: In the Matter of Regulating Ambulance Service Providers

Chair Sykes said as background, at the February 22nd BOC Meeting, Boardman Fire Rescue District (BFRD) Chief Mike Hughes requested the County repeal the above-named 1998 ordinance. After hearing from Chief Hughes and Emily Roberts, Morrow County Health District (MCHD) Chief Executive Officer, the Board directed County Counsel, Justin Nelson, to prepare

an analysis for the March 15th BOC Meeting on the effects of repealing and replacing the ordinance and a motion was made to that end. Chair Sykes said he has since learned Mr. Nelson determined it would be more appropriate to ask an outside legal counsel with expertise in these matters to provide the analysis.

Mr. Nelson said he contacted Bob Blackmore, Innova Legal Advisors PC, and forwarded documentation to him from both districts, as well as a list of specific questions from the Board. Mr. Nelson said he did not know the exact timeline, yet, for Mr. Blackmore's availability to provide his analysis.

Request for Letter of Support of Ambulance Licensing

Chair Sykes said the format for this item would be the same as on Feb. 22nd when Chief Hughes requested to repeal Ordinance MC-C-4-98 – a representative from each district would speak and have the ability to rebut, however, there would be no comments from the public.

After Chief Hughes sought confirmation, Chair Sykes agreed comments would be limited to the topic on the agenda, as was the case on the 22nd.

Chief Hughes said the application process for an ambulance license in the State of Oregon requires a letter of support from the governing body. If BFRD is allowed to go through the estimated 60-day process and becomes licensed, there would be no impact to the County's ambulance system. MCHD would continue to operate as it does because it's clear BFRD is not a transport agency within the Ambulance Service Area (ASA) Plan. BFRD would be able to provide service to partner agencies, such as the Oregon Military Department, Umatilla County Fire District #1, and possibly the Naval Bombing Range.

Ms. Roberts said the Agenda Packet included a letter from the Health District's attorney, Troy Bundy, that covered four points: 1.) The definition in Oregon Administrative Rule is at issue. It says what needs to be provided is whether there is a documented need for the service supported by the county government. 2.) Under the current County Ordinance from 1998, no ambulance can operate in the County that is not incorporated into the ASA Plan. 3.) Under the current 1998 ordinance, it charges the EMS (Emergency Medical Services) Advisory Committee with making the determination to make changes or additions to the ASA Plan. That is the appropriate group to hear the request and no formal request in writing, with explanations, has been brought to them.

As the discussion continued, Chair Sykes asked if the request could wait for the legal response from Mr. Blackmore, as discussed earlier. Commissioner Drago said he was not against waiting on Mr. Blackmore's analysis, adding he thought there was a need but they were hearing too many different stories. Chair Sykes encouraged the Commissioners to send their questions to Mr. Blackmore.

Commissioner Drago moved to table the letter of support to be readdressed at the April 5th meeting. Commissioner Wenholz seconded. Vote: Unanimous approval.

Request for Letter of Support, PGE Hydrogen Project

Planning Director, Tamra Mabbott, commented the project had not come through the Planning Department and questioned whether it was appropriate to submit a letter that required a quasi-judicial planning review. She also said there were two other projects and neither requested a letter from the Board. When asked by Chair Sykes if she recommended not signing the letter, Ms. Mabbott replied that was her advice because of the land use issue and the policy issue that it would put PGE in a better position than the other companies (projects at the Army Depot and at the Port of Morrow). The Board took no action on the request.

Request to Reduce Application and Renewable Energy Project Fees

Carla McLane, Carla McLane Consulting, LLC

Ms. McLane asked the Commissioners to consider a reduction of fees on behalf of her client, Ros Vrba. Mr. Vrba is the developer of two proposed solar projects in the County. The fees for both projects would be \$90,000 and she asked that they be more in line with other Planning Department fees. Specifically, she asked that the per megawatt fee be reduced by \$80,000, resulting in a \$10,000 fee. This would cover the cost of staff time associated with processing the application, she said. Discussion.

Commissioner Wenzholz moved to direct staff to find out why there was a surcharge in the Fee Schedule and to reassess the Fee Schedule. Commissioner Drago seconded. Vote: Unanimous approval.

Amendment 2 to Columbia River Enterprise Zone III Intergovernmental Agreement

Justin Nelson, County Counsel

Mr. Nelson said the amendment would extend the area of influence to property adjacent to City of Boardman property already in the enterprise zone. It allows the City to participate and have voting authority for this new property area, as well. He clarified it was not an extension of the Enterprise Zone boundaries. Mr. Nelson further clarified there was not an Amendment 1 for the County. The Port created the original Amendment 1 but amended it and then called it Amendment 2 before the County could act on it, he said. The City of Boardman also approved it as Amendment 2.

Commissioner Drago moved to approve Amendment 2 to the Columbia River Enterprise Zone III Intergovernmental Agreement. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Funding Request, Plaque for Bartholomew Building Commemorating Judge Alba Bartholomew

Karen Wolff, Heppner

Ms. Wolff provided a brief history of Judge Bartholomew, who was instrumental in helping residents during and after the 1903 Heppner flood. Discussion.

Chair Sykes moved to approve the request for \$730 for the plaque. Commissioner Drago seconded. Vote: Unanimous approval.

Break: 10:21-10:28 a.m.

Independent Tourism Development Contractor Agreement

Tamra Mabbott, Planning Director

Ms. Mabbott said the contract with Karie Walchli expired December 21, 2022 and that Ms. Walchli continues to provide tourism consulting services for the County. She explained the Sole Source Procurement per ORS 279B.075 and the notice on the website of the intent to extend the contract.

Commissioner Wenholtz moved to approve the Independent Tourism Development Contractor Agreement with Karie Walchli. (Effective when signed by both parties and shall be reviewed yearly. The Scope of Work will be updated annually upon mutual agreement by client, Finance Director and Planning Director. Contract may automatically be renewed and may include a maximum 5% increase, annually. Rates will be \$2,625 per month; up to \$400 monthly reimbursement, not-to-exceed \$4,800 yearly; up to \$1,000 reimbursement for industry conferences.) Finance Director Kevin Ince will post the notice of intent on the website and Interim Administrator Roberta Vanderwall is authorized to sign on behalf of the County after the protest period, if no protests received. Commissioner Drago seconded. Vote: Unanimous approval.

Five-Year Road Plan

Eric Imes, Public Works Director

Mr. Imes reviewed the list of projects in the Five-Year Plan. Discussion.

Commissioner Wenholtz moved to approve the Five-Year Road Plan, as presented, ending fiscal year 2025-2026. Commissioner Drago seconded. Vote: Unanimous approval.

Award Contract, Hot Mix Asphalt

Eric Imes, Public Works Director

Mr. Imes said in the last few years he asked the Board to award to both responders to the Request for Quotes. This gives the Road Department the opportunity to receive asphalt from both plants with a contracted price, rather than the price when needed, which is usually higher. Mr. Imes said the first choice was Granite Construction and the second choice was American Rock Products.

Commissioner Wenholtz moved to award contracts to Granite Construction as the first choice and American Rock Products as the second choice to supply asphalt hot mix for this season's paving projects. Commissioner Drago seconded. Vote: Unanimous approval.

Award Contract, Homestead Lane Paving Project

Eric Imes, Public Works Director

Mr. Imes explained the remaining mile of the five-mile project needed to be completed this fiscal year. He reviewed the quotes received and asked to award to American Rock Products.

Commissioner Drago moved to award the Homestead Lane Paving Project contract to American Rock Products in the amount of \$458,416. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Award Contract, Sheriff's Office Reroof Project

Tony Clement, General Maintenance Supervisor

Mr. Clement discussed the original timeline for the project and the various delays that resulted in a larger amount than originally budgeted. Discussion.

Commissioner Wenzholz moved to award the Sheriff's Office Reroof Project to Silver Creek Construction in the amount of \$195,000, and allow the Board to sign after the statutory protest period has passed. Commissioner Drago seconded. Vote: Unanimous approval.

Health Officer Agreement with Dr. Rodney Schaffer

Intergovernmental Agreement with Morrow County Health District for Medical Malpractice/Liability Insurance for Dr. Schaffer

Robin Canaday, Public Health Director

Ms. Canaday briefly reviewed the Health Officer Agreement.

Commissioner Drago moved to approve the Agreement – Morrow County Health Officer, with Dr. Rodney Schaffer (effective March 15, 2023 for a one-year period and shall automatically renew for successive one-year periods; first month compensation shall be \$100/hour, up to 10 hours, thereafter \$750/month for up to 7.5 hours of work; reassess number of hours spent as needed and compensate accordingly). Commissioner Wenzholz seconded. Vote: Unanimous approval.

Commissioner Drago moved to approve the Intergovernmental Agreement for the Procurement of Medical Malpractice/Liability Insurance with Morrow County Health District for the Morrow County Health Officer. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Update on Mormon Cricket Situation in Morrow County

Larry Lutcher, Plant & Soil Scientist, Oregon State University/Morrow County Extension

Since the Commissioners were relatively new, Dr. Lutcher provided an overview of his duties. He said he does in-field research, outreach, and provides advice and recommendations to people who request it. He also works with youth on activities related to agriculture, writes reports, publishes research results, applies for grants and makes presentations.

Last year, the Board approved \$100,000 toward efforts to deal with the Mormon crickets. To-date, \$21,424.50 has been spent on chemicals and the remaining \$78,757.59 will pay the cost of aerial application, if needed. That amount would cover 9,000-10,000 acres. The Mormon crickets were in the northeast corner of Gilliam County at the mouth of Willow Creek last year, he said, and the farms most likely to be affected are in the Threemile Canyon area. There have been sightings along Immigrant Lane and south of the Bombing Range. Dr. Lutcher said he planned to be scouting areas in the April/May timeframe with the possibility of spraying in May. He noted the Navy has not been as cooperative as the Nature Conservancy.

Department Reports

- The Treasurer's Monthly Report was reviewed by Jaylene Papineau
- The Planning Department Monthly Report was reviewed by Ms. Mabbott
- The Interim Administrator's Report was reviewed by Roberta Vanderwall

Legislative Updates

- Ms. Mabbott discussed House Bill 2487 which would allow event centers and wedding venues in Exclusive Farm Use Zones east of the Cascades.
- Mike Gorman, Assessor/Tax Collector, said he was a member of an association for Assessors and Tax Collectors and anticipated a more detailed report from that organization in the coming weeks.

Correspondence

- Letter from the City of Ione regarding its wastewater system improvement project and asking to access County-owned property to obtain survey points for existing septic tank and sewer service cleanout.

Commissioner Reports

The Commissioners reported on their activities in the past two weeks.

Break: 11:37-11:45 a.m.

Chair Sykes read the Executive Session citations:

Executive Session: Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; **and** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection (ORS 285C.620)

Mr. Nelson explained the reasons behind the two citations and said following the Executive Session, the regular meeting would be taken back up at 1:00 p.m. for the Public Hearing.

Commissioner Wenzholz declared a business with which he was associated would be impacted but he didn't feel he had a conflict. However, until the Oregon Government Ethics Commission complaint was cleared, he wouldn't participate in the Executive Session and Public Hearing or vote in the Public Hearing. He then asked if he should leave the room. Mr. Nelson explained the attendees in an Executive Session were at the discretion of the Board. Chair Sykes and Commissioner Drago had no objections to him remaining in the room.

Commissioner Drago said he may have a conflict of interest because he had family members who worked at the Port of Morrow. Neither one worked in an administrative position, he said, but he would look into it further.

Mr. Nelson asked Commissioner Drago, as far as he knew, there was nothing there; Commissioner Drago agreed.

12:00 p.m. – Executive Session began, pursuant to the above citations

1:04 p.m. – Resumed Regular Meeting

Present In-Person

Chair David Sykes, Commissioner Jeff Wenzholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Roberta Lutchter, Justin Nelson, Mike Gorman

Present Via Zoom

Kelly Doherty, Jonathan Tallman, Brandy Warburton, D. Orid, Benjamin Tucker

Mr. Nelson said an agreement was not reached so there was no need for a Public Hearing on the SIP agreement. He said work will continue by staff and it will come back as a Public Hearing in the future and noticed in the same way.

Chair Sykes said the meeting would adjourn. He added the Board would hold a Work Session at 2:00 on a potential Broadband Intergovernmental Agreement with the Port of Morrow.

After hearing questions from Jonathan Tallman and Kelly Doherty about the SIP documents and how to view them, they were both referred to the online Agenda Packet for the meeting.

Signing of documents

Adjourned: 1:12 p.m.

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

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

This is contract amendment #7 for OHA contract #173145. This amendment reflects a change in funding sources for Service Element 65 (A&D 65). Also included is a correction to the award for Mobile Crisis Intervention Services (MHS 25).

Funds from this grant are passed through and administered by Community Counseling Solutions (CCS). Kimberly Lindsay from CCS has reviewed and has no issue or objection to this contract amendment.

2. FISCAL IMPACT:

\$90,871.67

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

Motion to approve OHA contract amendment #7 to contract #173145 and authorize Morrow County Administrator to execute the amendment electronically.

Attach additional background documentation as needed.



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

**SEVENTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173145**

This Seventh Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Morrow County

By:

_____	Roberta Vanderwall	Interim Administrator	April 5, 2023
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Interim Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

**ATTACHMENT I
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: A0094

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT	CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023																
	IDPF			MORROW CO.												
65	424			DIFF	1/1/2023-6/30/2023	0	/NA	\$0.00	-\$5,000.00	\$0.00	C		1	Y		1
	IDPF			MORROW CO.												
65	424			DIFF	1/1/2023-6/30/2023	0	/NA	\$0.00	\$7,500.00	\$0.00	C		1	Y		2
TOTAL FOR SE# 65									<u>\$2,500.00</u>	<u>\$0.00</u>						
TOTAL FOR 2022-2023									<u>\$2,500.00</u>	<u>\$0.00</u>						
TOTAL FOR A0094 173145									<u>\$2,500.00</u>	<u>\$0.00</u>						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 02/16/2023

Contract#: 173145
REF#: 009

REASON FOR FAAA (for information only):

This contract amendment is for Administrative adjustment for funding sources and changes to A&D 65.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

ACC94 1 Special Condition #A0093 in BASE Agreement, regarding "A&D 65 Services" applies.

ACC94 2 These funds are for A&D 65 Services to be invoiced from 1/01/2022 to 6/30/2023.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0723

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS REC	PART TV	PRAF CD	BASE	CLIENT CODE	SS#	
FISCAL YEAR: 2022-2023														
	BASE	SYSTEM MANAGEMENT AN												
1	804	MHSC1		1/1/2023-6/30/2023	0 /NA	\$0.00	\$5,664.53	\$0.00	A	1	Y			
				TOTAL FOR SE# 1				<u>\$5,664.53</u>	<u>\$0.00</u>					
	BASE	COMMUNITY CRISIS SER												
23	331	CRISIS		1/1/2023-6/30/2023	0 /NA	\$0.00	\$93,800.20	\$0.00	C	1	N		1	
	BASE	COMMUNITY CRISIS SER												
23	804	CRISIS		1/1/2023-6/30/2023	0 /NA	\$0.00	\$6,406.54	\$0.00	A	1	Y			
				TOTAL FOR SE# 23				<u>\$90,207.14</u>	<u>\$0.00</u>					
	BASE	EARLY ASSESSMENT AN												
26	804	EASA		1/1/2023-6/30/2023	0 /NA	\$0.00	\$7,500.00	\$0.00	A 2&A	1	Y		1	
				TOTAL FOR SE# 26				<u>\$7,500.00</u>	<u>\$0.00</u>					
				TOTAL FOR 2022-2023				<u>\$88,371.67</u>	<u>\$0.00</u>					
				TOTAL FOR M0723 173145				<u>\$88,371.67</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 02/16/2023

Contract#: 173145
REF#: 010

REASON FOR FAAA (for information only):

Mobile Crisis Intervention Services (MHS 25), funds are awarded. Correction of duplication and/or missed funds.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- MC723 1 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.
- MC723 2 Special Condition #M0714 in BASE Agreement, regarding "MHS 26 Services" applies.



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

(For BOC Use)
Item #
4b(2)

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

Presenter at BOC: Kevin C. Ince

Date submitted to reviewers: 04/03/2023

Department: Finance

Requested Agenda Date:

Short Title of Agenda Item:

(No acronyms please)

Oregon Health Authority Contract amendment #173145-8

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address:

Effective Dates - From: 1/1/2023

Through: 6/30/2023

Total Contract Amount: \$3,000

Budget Line: Other Contracted Services-Non Departmental

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

Reviewed By:

[Signature]

4/3/2023 Department Director

Required for all BOC meetings

County Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

[Signature]

4/3/2023 Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

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

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

This is amendment #8 to the OHA contract number 173145. This amendment is an award of funds for DUII Education services for Veterans. This amendment also modifies the language in Exhibit B-1, item #7 which provides for the eligibility and usage of these funds.

Community Counseling Solutions (CCS) administers this grant agreement and related funds as a contractor for Morrow County.

2. FISCAL IMPACT:

\$3,000

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

Motion to approve OHA contract amendment #173145-8 and authorize Morrow County Administrator to execute the amendment electronically with Oregon Health Authority.

Attach additional background documentation as needed.



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

**EIGHTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173145**

This Eighth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 1** attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. The Service Description, **A&D 65** "INTOXICATED DRIVER PROGRAM FUND (IDPF) set forth in Exhibit B-1, item #7, is hereby amended to read in its entirety as set forth in **Attachment 2** attached hereto and incorporated herein by this reference.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

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

- 7. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____ Facsimile: _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____

Expiration Date: _____

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

8. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Morrow County

By:

	Roberta Vanderwall
Authorized Signature	Printed Name
County Interim Administrator	April 5, 2023
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Printed Name
Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: **A0105**

CONTRACT#: **173145**

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE	DATE	SLOT	CHANGE/TYPE	RATE	OPERATING	STARTUP	PART	PART	PART	CLIENT	SP#
										DOLLARS	DOLLARS	REC	IV	CD	BASE	CODE

FISCAL YEAR: 2022-2023

65	657	-0-		MORROW COUNTY	1/1/2023	6/30/2023	0	N/A	\$0.00	\$3,000.00	\$0.00	0		1	Y	
TOTAL FOR SE# 65										<u>\$3,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2022-2023										<u>\$3,000.00</u>	<u>\$0.00</u>					
TOTAL FOR A0105 173145										<u>\$3,000.00</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 03/06/2023

Contract#: 173145
REF#: 011

REASON FOR FAAA (for information only):

Intoxicated Driver Program Fund (A&D 65 IDPF), funds are awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0105 1A) These funds are for DUII Education services for Veterans. B)
Funds are for A&D 65 services for invoices from 1/01/2023 to
6/30/2023.

ATTACHMENT 2

7. Service Name: **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

(1) **Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (a) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (b) Special Services provided for individuals adjudicated for DUII.

Definitions

- (a) “Eligible Individual” means an Oregon resident who:
 - i. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - ii. Is not eligible for Medicaid or is underinsured.
- (b) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (c) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (d) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.
- (e) “Veteran” means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) **Performance Requirements**

- (a) Providers of Services paid through this Contract must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (b) DUII services providers paid through this Contract must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.

- (c) Providers of Services paid through this Contract must include sufficient information in the Individual's service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - i. Proof of income
 - ii. Proof of household size
 - iii. Medicaid eligibility denial documentation
 - iv. Out-of-pocket medical expenses documentation.
- (d) Eligible Services are limited to:
 - i. Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - ii. Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - iii. Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or
 - iv. Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.
- (e) Special Services paid through this Contract are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - i. Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - ii. Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.
- (g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.
- (h) For Special Services, OHA will make payments based on the Contractor's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) **Reporting Requirements**

See Exhibit E, 10.

(4) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to HSD.Contracts@odhsoha.oregon.gov with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at:
<https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>
- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use) Item # 4C
--

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

Presenter at BOC: Roberta "Berta" Vanderwall	Date submitted to reviewers: 3/23/2023
Department: BOC	Requested Agenda Date: 04/5/2023
Short Title of Agenda Item: <u>(No acronyms please)</u> Professional Services Contract with DLR	

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: DLR Contract

Contractor/Entity Address:

Effective Dates – From: 03/15/2023 Through: 03/2024

Total Contract Amount: Budget Line:

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

Reviewed By:

_____ Department Director	Required for all BOC meetings
DATE	
Roberta Vanderwall 4/3/2023 County Administrator	Required for all BOC meetings
DATE	
_____ County Counsel	*Required for all legal documents
DATE	
_____ Finance Office	*Required for all contracts; other items as appropriate.
DATE	
_____ Human Resources	*If appropriate
DATE	

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

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

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

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

The Contract with DLR Group expired in 2021. DLR is working with the County on the new Circuit Court building and site analysis.

2. FISCAL IMPACT:

\$10,000 -

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

1 - Motion to approve the Professional Services contract with DLR Group in the amount of \$10,000.

Attach additional background documentation as needed.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made by and between Morrow County, a municipal corporation of the State of Oregon ("County"), and DLR Group ("Contractor"). The parties agree as follows:

1. SCOPE OF WORK.

The County has need for Architectural services to the County (the "Work"). The scope of work and cost of services shall be described in 'Exhibit C: Scope of Services'. The Contractor agrees to provide the necessary services under the terms and conditions as outlined herein.

2. CONTRACT DOCUMENTS.

The contract documents consist of the following, listed in order of precedence:

- This Contract;
- Exhibit A: Compensation
- Exhibit B: Scope of Services

3. EFFECTIVE DATE AND DURATION OF CONTRACT.

This Contract shall become effective upon execution.. Unless earlier terminated, this Contract shall remain in full force and effect until March 30, 2024. The term of this Contract may be extended in accordance with section 9. Expiration of this Contract shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a warranty of Contractor or any default or defect in Contractor performance that has not been cured.

4. TIME.

Time is of the essence under this Contract.

5. INVOICING.

Contractor shall invoice and County shall make payment as per Exhibit A. The Contractor will render to the County an itemized invoice, for compensation for such services performed. The invoices shall describe all work performed with particularity, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The County will not reimburse Contractor for any expenses unless the type, amount and rate of reimbursement are specified in an Exhibit to this Contract without any markup by the Contractor.

6. PAYMENT.

County agrees to pay Contractor not to exceed \$10,000 for accomplishing the Work required by the attached Scope of Work as detailed in the Fee Proposal presented by DLR Goup and attached as Exhibit B and DLR Goup hourly billing rate attached as Exhibit C. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice. Amouounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of 1% monthly.

County shall pay Contractor within 30 days after receiving Contractor's correct invoice. County shall not pay any amount in excess of the compensation amounts set forth above nor shall County pay Contractor any fees or costs which County reasonably disputes.

7. REIMBURSEABLE EXPENSES.

If this paragraph is checked: Under this contract, Contractor is to be reimbursed for the following reimbursable expenses: printing and mailing. Such reimbursement shall be at cost. Administration or overhead markups for travel and related expenses shall not be considered.

8. CHANGES.

This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Contractor services that are within or directly related to the Scope of Work.

9. KEY PERSONNEL.

Contractor acknowledges and agrees that the County selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor must obtain County's consent prior to replacing any Key Personnel assigned to perform or support the Work specified in this contract. In the event Contractor requests that County approve a reassignment or transfer of the key personnel, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

10. INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.

Contractor shall be free from County's direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.

10.1. Contractor represents and warrants that:

10.1.1. Contractor has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

10.1.2. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

10.1.3. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

10.1.4. Contractor is not an employee of the County, any special district, local government, the federal government or the State of Oregon.

10.1.5. Contractor has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract. Contractor shall be qualified, professionally competent and duly licensed to perform the work and services at all times during the term of this Contract.

- 10.1.6. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Contractor's industry, trade or profession.
 - 10.1.7. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Contract.
 - 10.1.8. Contractor prepared its Proposal for this Work independently from all other proposers, and without collusion, fraud or other dishonesty.
 - 10.1.9. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, are provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 10.2. Upon County's request, Contractor shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties. The representations and warranties set forth in this section 11 are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

11. OTHER CONTRACTORS.

County may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional contractors and with any County employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any County employee.

12. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.

Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of County. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

13. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

14. PAYMENT OF LABORERS; PAYMENT OF TAXES.

Contractor shall:

- 14.1. Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1));
- 14.2. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));

- 14.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished (ORS 279B.220(3)); and
- 14.4. Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the County will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation (ORS 279B.220(4)).
- 14.5. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 14.6. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- 14.7. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
- 14.8. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

15. COMPLIANCE WITH APPLICABLE LAW.

- 15.1. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

16. CONTRACTOR WARRANTY AND COVENANT CONCERNING TAX LAW COMPLIANCE

- 16.1. Pursuant to ORS 279B.045, Contractor represents and warrants that:

- 16.1.1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding effective date of this Contract, has faithfully complied with:
 - 16.1.1.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 16.1.1.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 16.1.1.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 16.1.1.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 16.2. Pursuant to ORS 279B.045, Contractor shall comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state throughout the duration of this Contract. For the purposes of this section, "tax laws" includes all the provisions described in subsection 17.1 of this Contract.
 - 16.2.1. Any violation of this section 17 or any subsection under it shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in section 17.1 of this Contract, guaranteeing that the Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - 16.2.1.1. Termination of this Contract, in whole or in part;
 - 16.2.1.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
 - 16.2.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Morrow County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
 - 16.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
17. **INSURANCE.**
- 17.1. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense:

17.1.1. **Comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project.

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements. Unless otherwise exempt, Contractor shall provide the County with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$500,000 for each accident, \$500,000 for disease each employee and \$500,000 each policy limit.

17.2. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by the County, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the County written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to County prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to County. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

17.3. Contractor shall name Morrow County, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. This applies to all Contractor insurance policies required by this contract.

18. PROFESSIONAL LIABILITY INSURANCE.

If box is checked, this provision applies to this Contract. In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall also provide County evidence of professional liability insurance in the amount of not less than \$1,000,000 per claim. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with County. In any case, Contractor shall notify County in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or reduction constitutes a breach of this Contract.

19. INDEMNIFICATION.

Contractor shall indemnify, defend, save, and hold harmless Morrow County, its elected and appointed officials, officers, agents, employees and volunteers (the "Indemnified Parties") from and against all damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions of any nature, for injury or death to persons or damage to property arising out of or related to the acts or omissions of Contractor, its subcontractors, suppliers, agents or any other person or entity acting on Contractor's behalf in connection with, or incidental to, the Work. Without limiting the generality of the Contractor's obligation to indemnify, defend, save and hold harmless the Indemnified Parties, the obligation includes damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

20. CONFIDENTIALITY.

- 20.1. No reports, information and data given to or prepared or assembled by Contractor under the contract documents shall be made available by Contractor to any individual or organization (except County) without the prior written approval of County.
- 20.2. Any obligation of County to maintain the confidentiality of Contractor's proprietary information provided to County under the Contract Documents is conditioned by and subject to County's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

21. RECORDKEEPING.

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

22. ACCESS TO RECORDS.

Contractor agrees that County and its authorized representatives shall have access to all books, documents, papers and records of the Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

23. FOREIGN CONTRACTOR.

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

24. GOVERNING LAW; JURISDICTION; VENUE.

This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personal jurisdiction of said courts.

25. OWNERSHIP OF WORK PRODUCT.

25.1. As used in this section 26, and elsewhere in this Contract, the following terms have the meanings set forth below:

25.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

25.1.2. "Third-Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor.

- 25.1.3. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to County pursuant to the Work.
- 25.2. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of County. County and Contractor agree that such original works of authorship are "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 25.3. In the event that Work Product created by Contractor under this Contract is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.
- 25.4. In the event that Work Product is Third-Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third-Party Intellectual Property, Contractor shall secure on County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third-Party Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.
- 26. ERRORS.**
Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to County.
- 27. TERMINATION.**
- 27.1. This Contract may be terminated at any time by mutual consent of both parties.
- 27.2. Contractor may terminate this Contract upon thirty (30) days' written notice to County if County fails to pay Contractor pursuant to the terms of this Contract and County fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.
- 27.3. County, in its sole discretion, may terminate this Contract, in whole or in part, upon thirty (30) days' notice to Contractor.

- 27.4. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as may be established by County in such notice, upon the occurrence of the following events: (i) federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work or services provided under this Contract are prohibited or County is prohibited from paying for such work or services from the planned funding source; (ii) Contractor no longer holds any license or certificate that is required to perform the work or services; or (iii) Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Contract, fails to perform the work or services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) days after delivery of County's notice or such longer period as County may specify in such notice.
- 27.5. In the event of termination under sections 28.1, 28.2, 28.3 or 28.4(i), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work or services completed and accepted by County, less previous amounts paid and any claim or claims which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section 28.5, Contractor shall pay any excess to County upon demand.
- 27.6. In the event of termination under section 28.4(ii) or 28.4(iii), County shall have any remedy available to it in law or equity.
- 27.7. Upon receiving a notice of termination, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work or services.

28. ATTORNEY FEES.

If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

29. FUNDS AVAILABLE AND AUTHORIZED, NON-APPROPRIATION OF FUNDS.

If payment for work under this Contract extends into the County's next fiscal year, the County's obligation to pay for such work shall be subject to approval of future County Council appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is conditioned on adequate funding under the County's annual budget. The County reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by County Council.

30. SEVERABILITY.

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

31. FORCE MAJEURE.

Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

32. WAIVER.

The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

33. RECYCLABLE MATERIALS.

Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

34. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or County at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For Morrow County

Contract Administrator Name, Title: **Kevin C. Ince, Finance Director**

Address, County, State and ZIP Code: **PO Box 867, 110 N. Court St, Heppner, OR 97836**

Telephone: **(541) 256-0871**

Email: **kince@co.morrow.or.us**

For the Contractor

Contract Administrator Name, Title: **Lori Coppenrath, Principal**

Address, County, State and ZIP Code: **51 University Street, Suite 600, Seattle, WA 98101**

Telephone: **206-461-6000**

Email: **lcoppenrath@dlrgroup.com**

35. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

Legal Name: DLR Group Architecture & Engineering inc., an Oregon corp.

Address. Countv. State and ZIP Code: 110 SW Yamhill Street, Suite 105, Portland, OR 97204

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership
 Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: 47-0698139

County may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge; (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (e) Contractor is an independent contractor as defined in ORS 670.600; and (f) the supplied Contractor data is true and accurate.

[signature page follows]

FOR MORROW COUNTY:

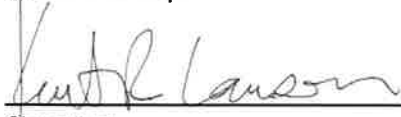
Signature

Name (Printed)

Title

Date

FOR DLR Group:



Signature

Kent R. Larson

Name (Printed)

Principal/President

Title

March 30, 2023

Date

EXHIBIT A

Scope of Work

The Scope of Work includes creating a collaborative project team to complete a full Building Site Analysis for three separate parcels of land within Morrow County as identified as followed:

- 1. TAX LOT 2604, 2603, 2600 AND 2701**
- 2. HEPPNER CITY HALL BUILDING, 111 N. MAIN, TAX LOT AND 10100, 10400, 10600, 10700**
- 3. #4300, 4400, 4500, 4600 AND 4700**

EXHIBIT B

DLR Group will complete the three site initial assessments for a Not To Exceed (NTE) cost of Time and Materials (T&M) of \$10,000.00.

EXHIBIT C

Roberta Lutcher

From: Kimberly Lindsay <kimberly@ccsemail.org>
Sent: Thursday, March 30, 2023 2:28 PM
To: Roberta Lutcher
Subject: documents for next Wednesday
Attachments: HB 2607.pdf; Final CCS DEI Assessment All Staff Presentationn Soil and Shadow.pdf; Org Charts.pdf; Consumer Survey 12-15-22.pptx; Community Counseling Connections Issue 18_Jan 2023 - Fnl.pdf

STOP and VERIFY This message came from outside of Morrow County Gov

Hi Roberta,
I had a few minutes today so sending the documents early.
For my presentation, I will discuss:
Access -waitlist/vacancies/hiring
HB 2607 (see attached)
Final DEI report (see attached)
Org charts (see attached)
Consumer Survey (see attached)
Acute Care update
Kids Program
Newsletter (see attached)

Please let me know if you have any questions Roberta. Hope your weekend is good.
Kimberly



House Bill 2607

Sponsored by Representative RESCHKE (Presession filed.)

SUMMARY

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

Modifies definition of "compensation," for purposes of pay equity requirements, to exclude hiring bonuses and retention bonuses.

A BILL FOR AN ACT

1
2 Relating to the exemption of certain bonuses from pay equity requirements; amending ORS 652.210.

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

4 **SECTION 1.** ORS 652.210, as amended by sections 1 and 2, chapter 23, Oregon Laws 2022, is
5 amended to read:

6 652.210. As used in ORS 652.210 to 652.235, unless the context requires otherwise:

7 (1)(a) "Compensation" includes wages, salary, bonuses, benefits, fringe benefits and equity-based
8 compensation.

9 (b) "Compensation" does not include:

10 (A) Vaccine incentives.

11 (B) **A hiring bonus offered to a prospective employee.**

12 (C) **A retention bonus offered to an employee.**

13 (2) "Employee" means any individual who, otherwise than as a copartner of the employer, as an
14 independent contractor or as a participant in a work training program administered under the state
15 or federal assistance laws, renders personal services wholly or partly in this state to an employer
16 who pays or agrees to pay such individual at a fixed rate. However, when services are rendered only
17 partly in this state, an individual is not an employee unless the contract of employment of the em-
18 ployee has been entered into, or payments thereunder are ordinarily made or to be made, within this
19 state.

20 (3)(a) "Employer" means any person employing one or more employees, including the State of
21 Oregon or any political subdivision thereof or any county, city, district, authority, public corpo-
22 ration or entity and any of their instrumentalities organized and existing under law or charter.

23 (b) "Employer" does not include the federal government.

24 (4) "Equal-pay analysis" means an evaluation process to assess and correct wage disparities
25 among employees who perform work of comparable character.

26 (5) "Gender identity" has the meaning given that term in ORS 174.100.

27 (6) "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual
28 orientation, gender identity, national origin, marital status, veteran status, disability or age.

29 (7) "Public health emergency" means:

30 (a) A public health emergency declared under ORS 433.441.

31 (b) An emergency declared under ORS 401.165 if related to a public health emergency as defined

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

1 in ORS 433.442.

2 (8) "Rate" with reference to wages means:

3 (a) The basis of compensation for services by an employee for an employer; and

4 (b) Compensation based on the time spent in the performance of the services, on the number of
5 operations accomplished or on the quantity produced or handled.

6 (9) "Sexual orientation" has the meaning given that term in ORS 174.100.

7 (10) "System" means a consistent and verifiable method in use at the time that a violation is
8 alleged under ORS 652.220.

9 (11) "Unpaid wages" means the difference between the wages actually paid to an employee and
10 the wages required under ORS 652.220 to be paid to the employee.

11 (12) "Vaccine incentives" means monetary or nonmonetary incentives, including but not limited
12 to additional paid time off or protected time off from work provided by employers to employees who
13 have been immunized against infectious diseases for which a public health emergency has been de-
14 clared.

15 (13) "Veteran status" means an individual is a veteran as defined in ORS 408.225.

16 (14) "Wages" means all compensation for performance of service by an employee for an em-
17 ployer, whether paid by the employer or another person, or paid in cash or any medium other than
18 cash.

19 (15) "Working conditions" includes work environment, hours, time of day, physical surroundings
20 and potential hazards encountered by an employee.

21 (16) "Work of comparable character" means work that requires substantially similar knowledge,
22 skill, effort, responsibility and working conditions in the performance of work, regardless of job de-
23 scription or job title.

24



Diversity, Equity, Inclusion

Community Counseling Solutions
All Staff Presentation

CCS' Goals

Goal #1: Increase understanding of DEI within the CCS agency, and identify our individual and collective roles in understanding how explicit and implicit bias impacts staff and clients.

Goal #2: Use our understanding from staff input to improve services, especially regarding access and equity.

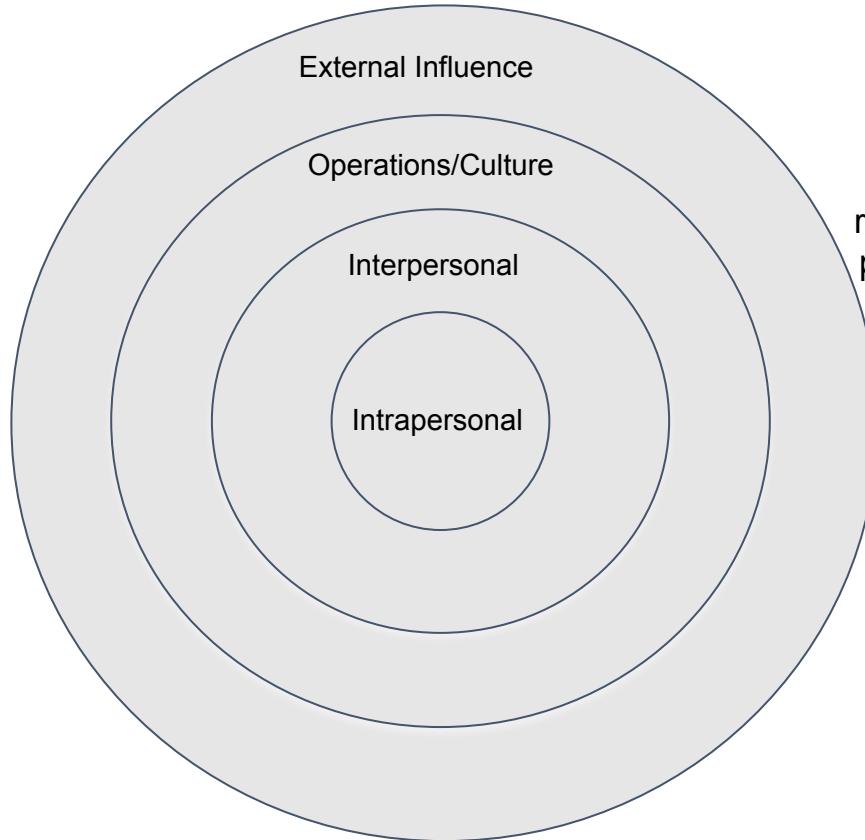
Goal #3: Be a leading example for diversity , equity and inclusion within the agency and on behalf of the people we serve.



Soil and Shadow's Systems Approach

External Influence is your programming, services, products, partnerships and other external relationships you influence.

Operations/Culture is the implicit operating agreements, explicit operating policies/procedures and organizational culture of your company.



Interpersonal is “between people”. It’s the conscious or unconscious way a person responds to others and/or how people respond to each other.

Intrapersonal is “within a person”. It’s the conscious or unconscious way a person thinks about and relates to their life situations



Soil and Shadow's Values

Fertility is how living systems thrive - increasing the complexity of relationships between people and systems breeds health for all.

Shadow is a reminder to seek what is hidden, so that it becomes our ally instead of our downfall. Creating pathways to integrate what has been hidden is the difficult, confronting, and life-changing work of new leadership.

Joy reminds us and our clients to cultivate the ability to lose ourselves in moments of peace and ecstasy, to create the circumstance for those moments to occur whenever possible in the midst of serious work.



Surveys and Interviews

Survey Responses

- Staff and Board Members
 - 163 Staff members (this does not include focus groups)
 - Four Board members

Interviews

- Four Focus Groups (one attendee)
- Five phone interviews



Reading The Graphs/Comments

Scaled questions are ranked on a 1-7 scale with 1 being strongly disagree and 7 being strongly agree.

On this scale, the neutral response is 4, which means that responses above 4 are interpreted as a positive-leaning sentiment regarding the question asked. (i.e) An average response of 5 to the question “How comfortable are you discussing topics of race?” indicates comfort with the topics.

Open ended comments from surveys have been anonymized. We use excerpts from survey comments to underscore the information being presented.

The information presented here is based on an analysis of the questions asked of participants. We seek to identify major trends that will be helpful in attaining CCS’ goals.



Five Sections to Support CCS' DEI Goals

Soil and Shadow carefully reviewed the responses to over 60 questions from 164 staff members. This presentation is distilled into five sections summarizing our observations and recommendations.

1. Comfort discussing DEI Topics
2. Diversity, Equity, and Inclusion Knowledge
3. Workplace Communication
4. Workplace Cohesion
5. Comments from staff members

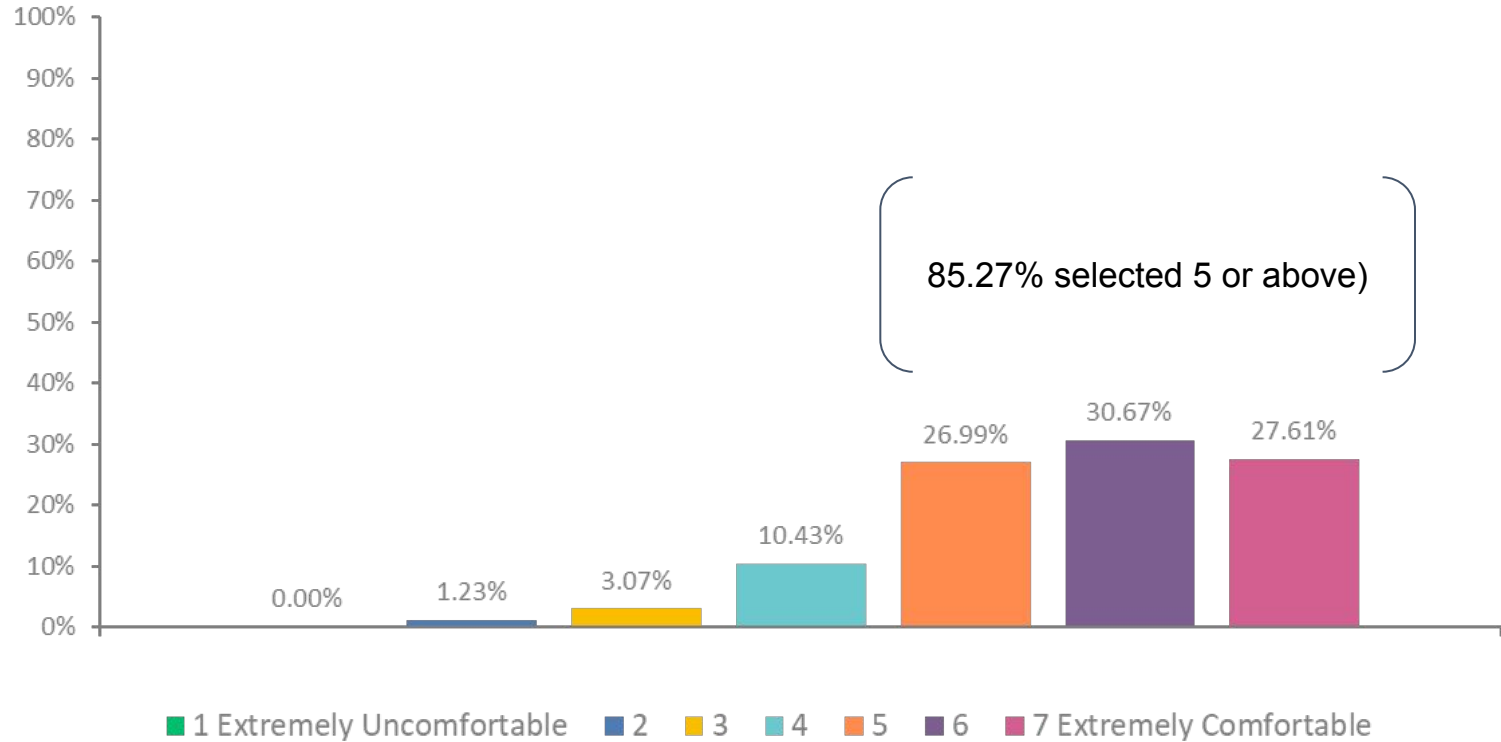


Comfort Discussing DEI Topics

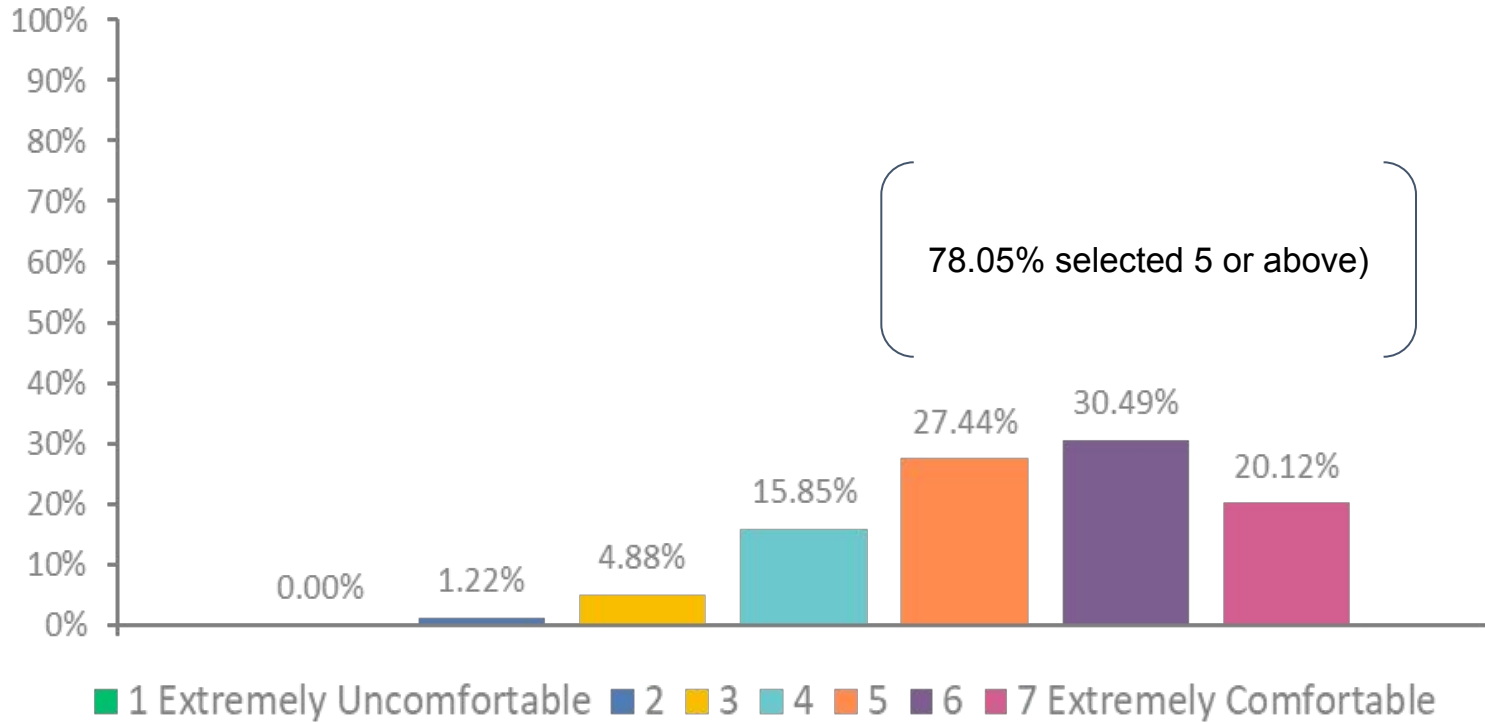
The following charts indicate participant's receptivity to a building block of Diversity Equity, and Inclusion; that is, consideration for and harmony with the many ways people show up in the world.

Overall, participants appear more comfortable discussing disability and race than class, gender and sexual orientation.

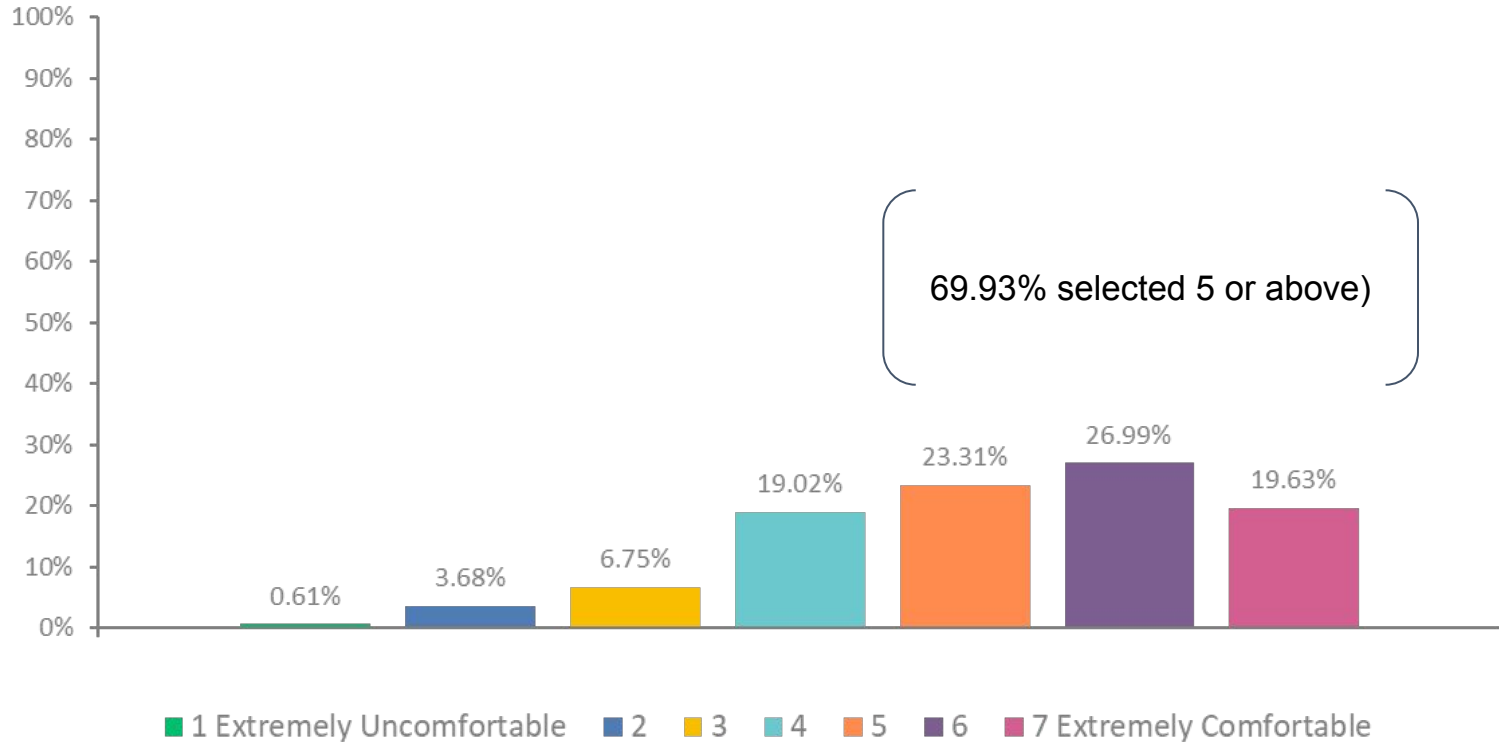
Q20: How comfortable are you discussing issues of: **Disability**



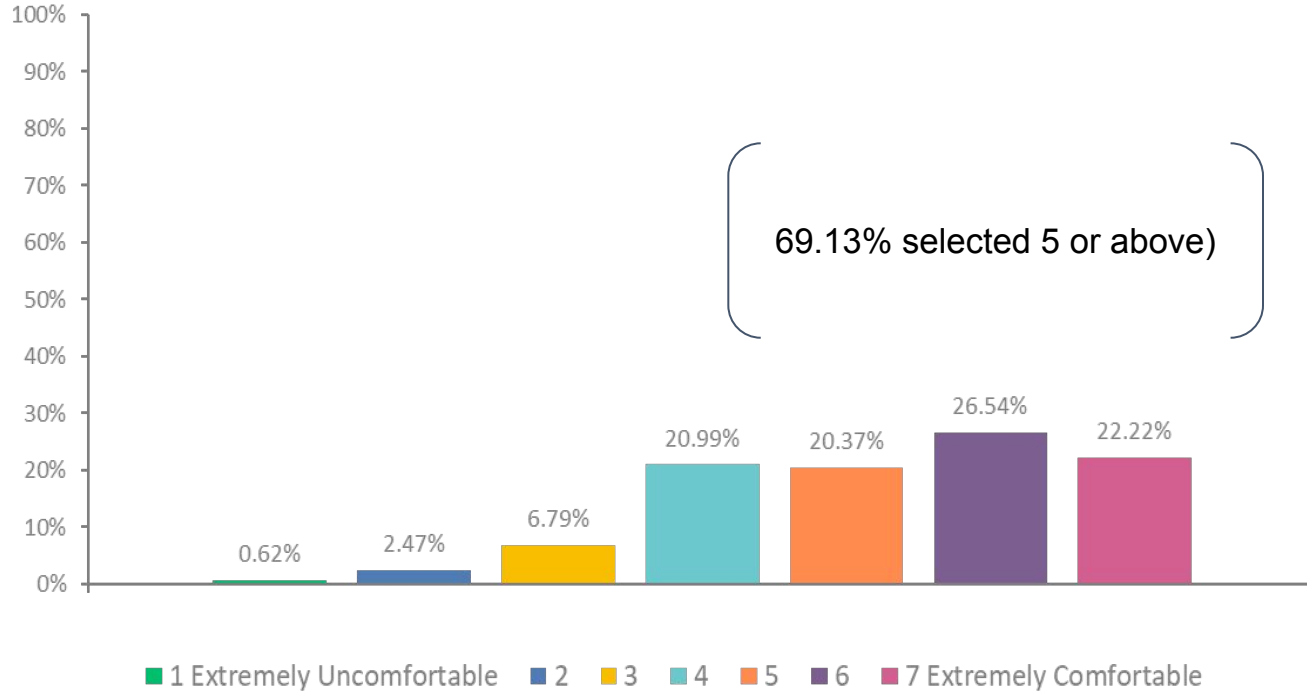
Q14: How comfortable are you discussing issues of: **Race**



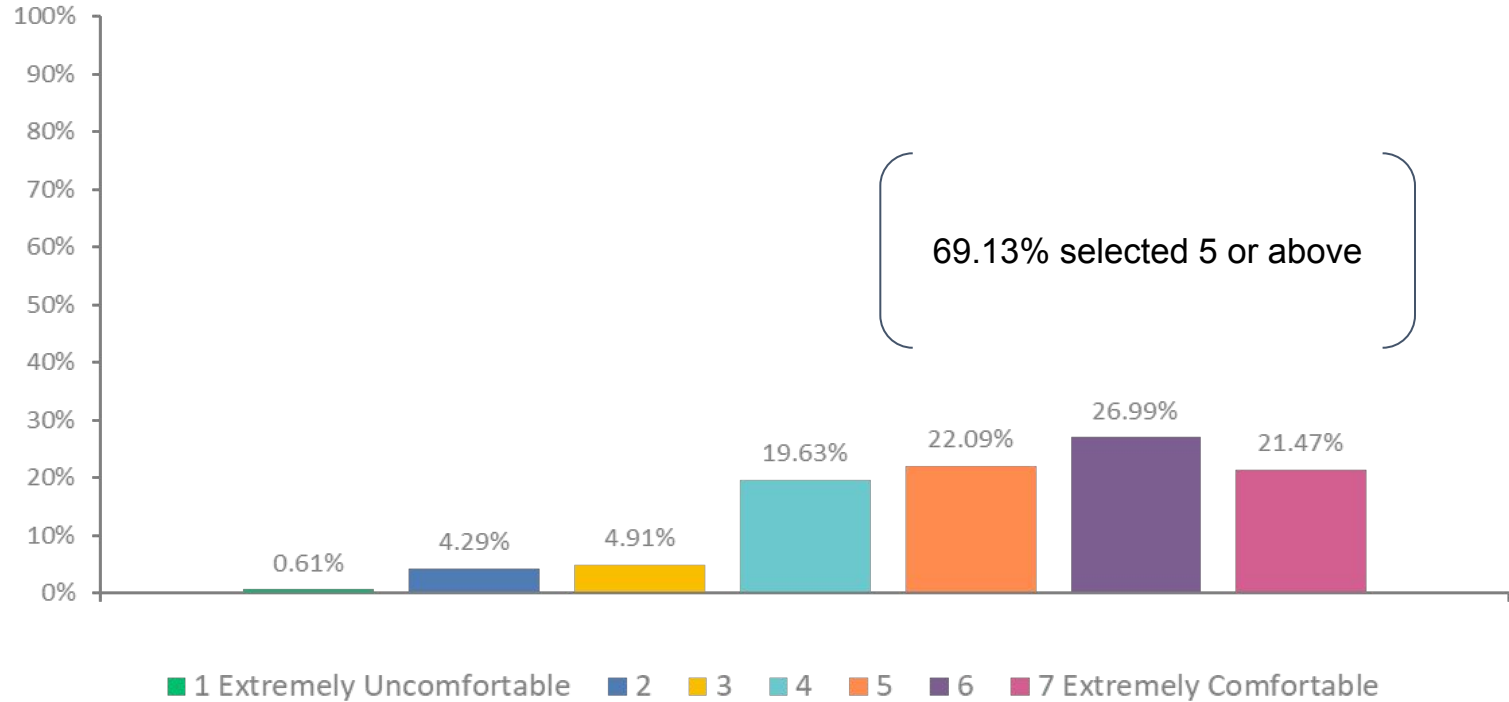
Q18: How comfortable are you discussing issues of: **Class and Classism**



Q18: How comfortable are you discussing issues of: **Gender**



Q18: How comfortable are you discussing issues of: **Sexual Orientation**





Recommendation

Comfort Discussing DEI Topics

Provide regular updates on DEI related terminology and cultural dynamics so staff have current information. This serves both the internal work environment and client services.

Be proactive in hosting and facilitating conversations which help staff members understand the nuances of a diverse client base.

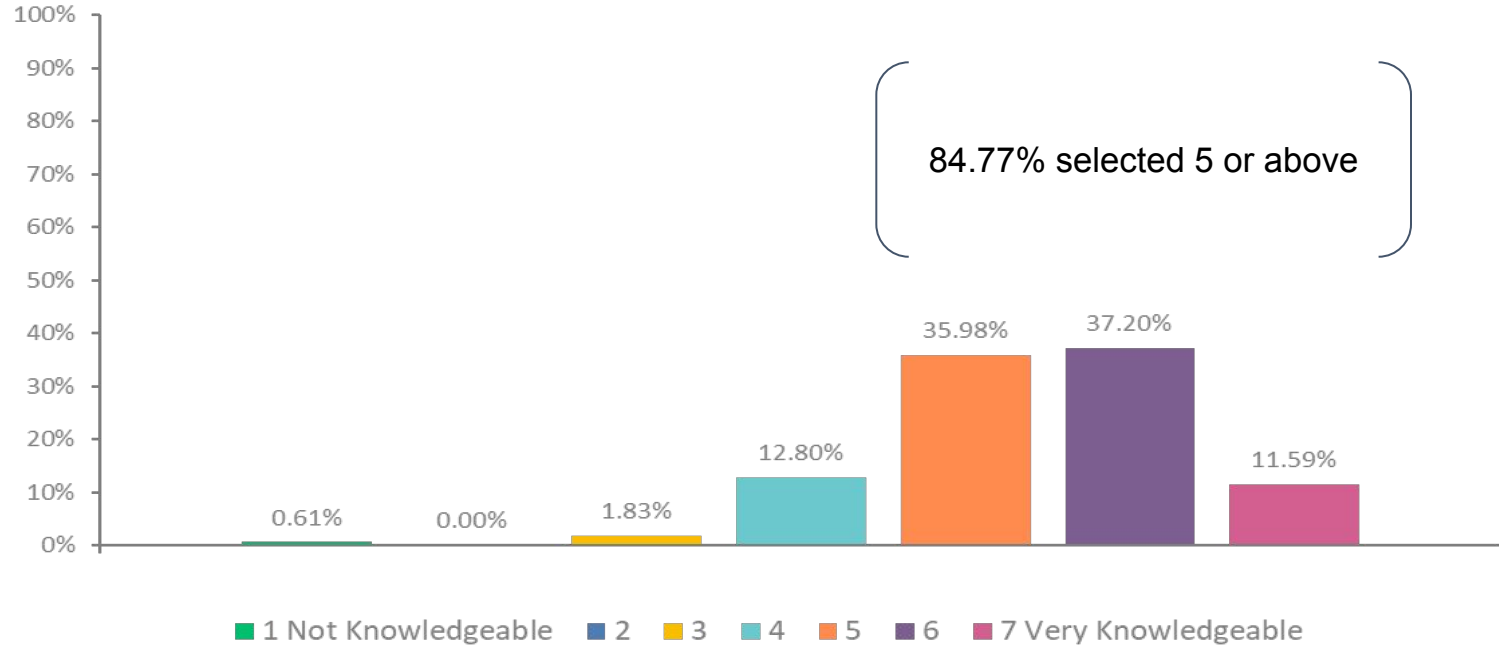


Diversity, Equity, and Inclusion Knowledge

Responses indicate that CCS employees are well positioned to begin integrating DEI into their work. There is average to high, self-reported understanding of the terms ‘diversity’, ‘equity’, and ‘inclusion.’

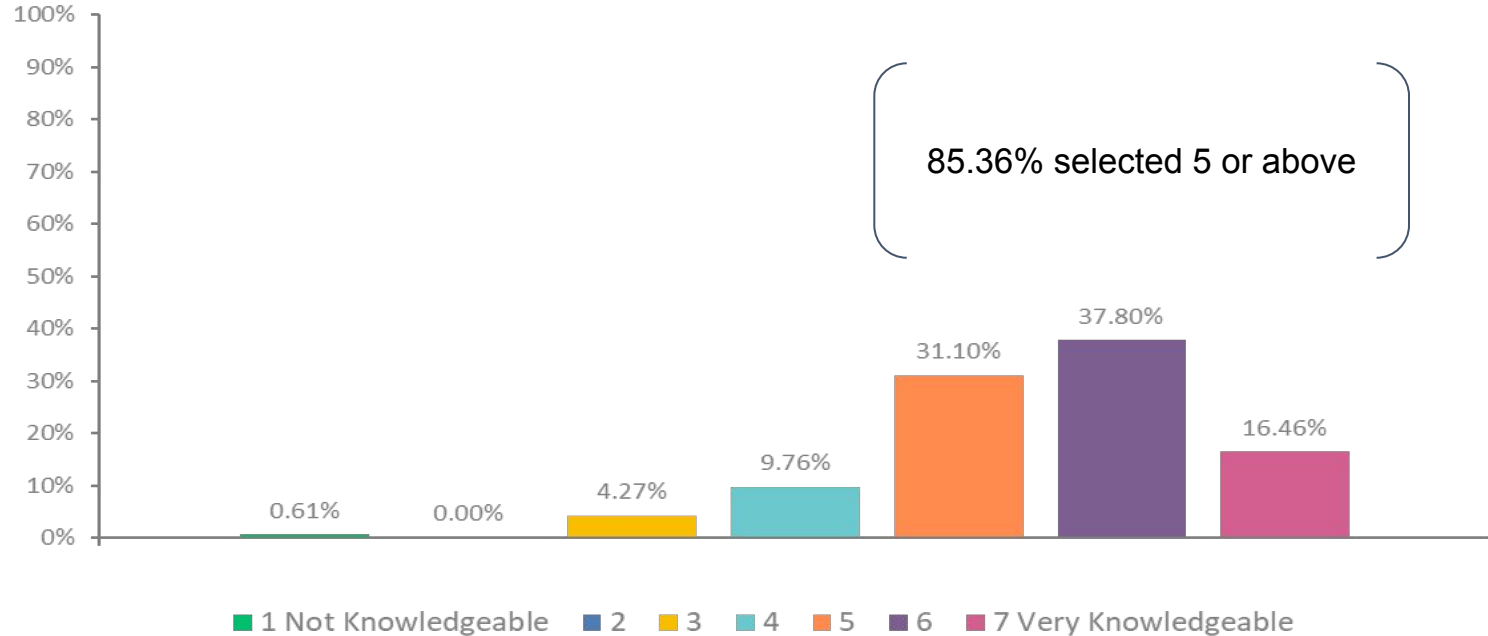


Q11: Based on this definition of **DIVERSITY**, how knowledgeable about this topic do you personally feel? Diversity includes all the ways in which people differ, encompassing the different characteristics that make one individual or group different from another.



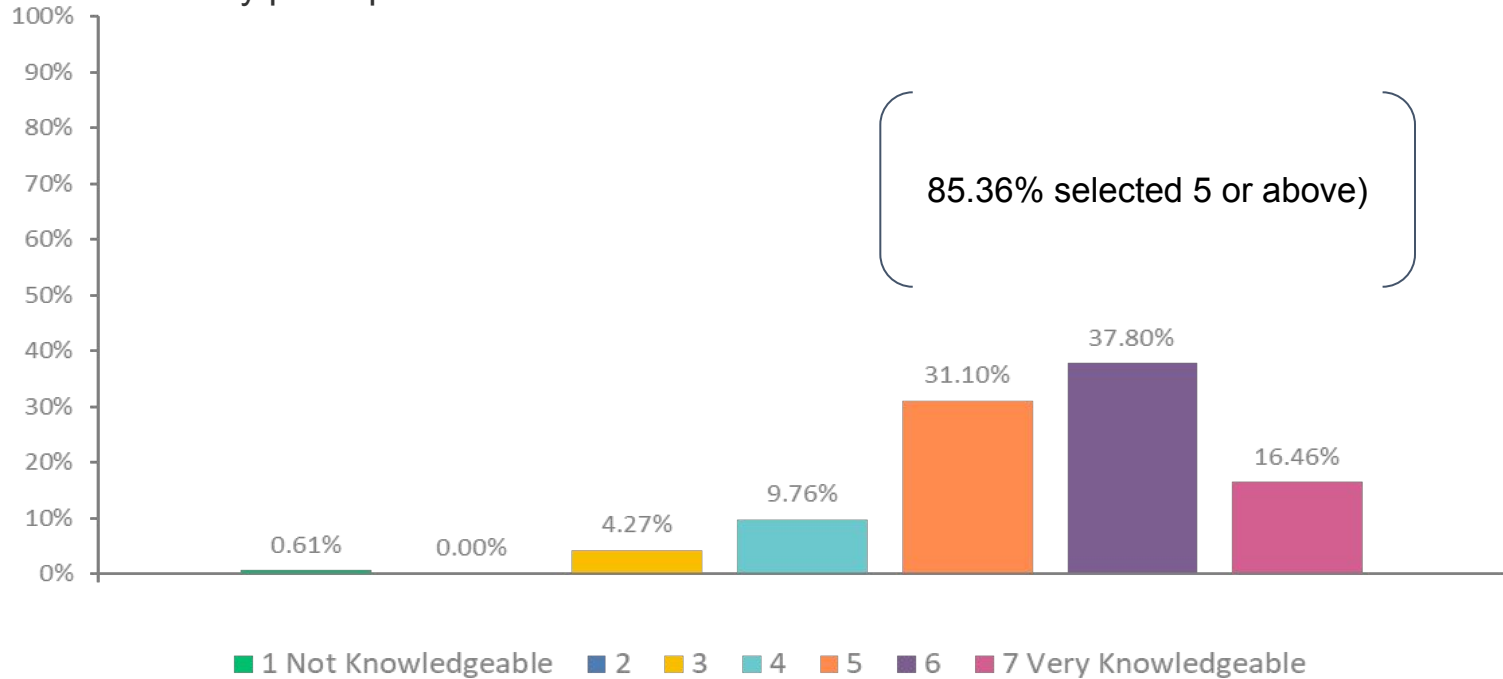


Q12: Based on this definition of **EQUITY**, how knowledgeable about this topic do you personally feel? Equity is the fair treatment, access, opportunity, and advancement for all people, while at the same time striving to identify and eliminate barriers that have prevented the full participation of some groups.





Q13: Based on this definition of **INCLUSION**, how knowledgeable about this topic do you personally feel? Inclusion is the act of creating environments in which any individual or group can be and feel welcomed, respected, supported, and valued to fully participate.





Recommendation

Diversity, Equity, and Inclusion Knowledge

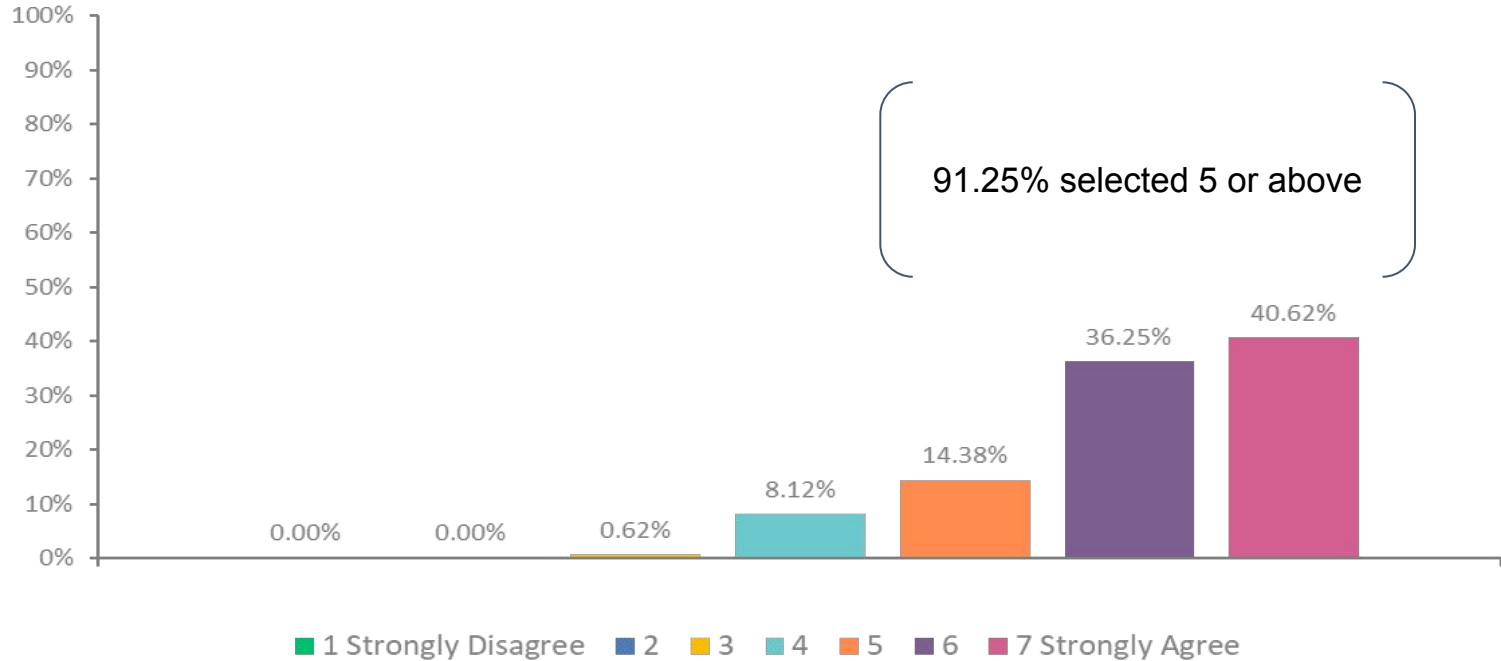
Begin DEI training in areas that strongly influence other parts of the organization. Eg. HR impacts nearly every area. This may be a great place to start.



Workplace Cohesion

Staff is largely in agreement on their commitment to the CCS Cultural Competency Statement. This is an excellent foundation on which to improve the culture of open discussion about the organization's vision and goals. This is important to ensure that the staff can work together cohesively toward DEI goals.

Q27: I commit to fulfilling Community Counseling Solutions Cultural Competence statement?





Recommendation

Workplace Cohesion

Facilitate brown bag lunches or some form of group dialogue to encourage conversation about CCS' Cultural Competence statement.



Recommendation

Workplace Cohesion

Due to the recently added counties and services at CCS, it is important to monitor cultural differences while seeking to understand and support the transition for all staff.

Host cross-cultural conversations in ways that emphasize learning and community building, amongst all counties served by CCS.

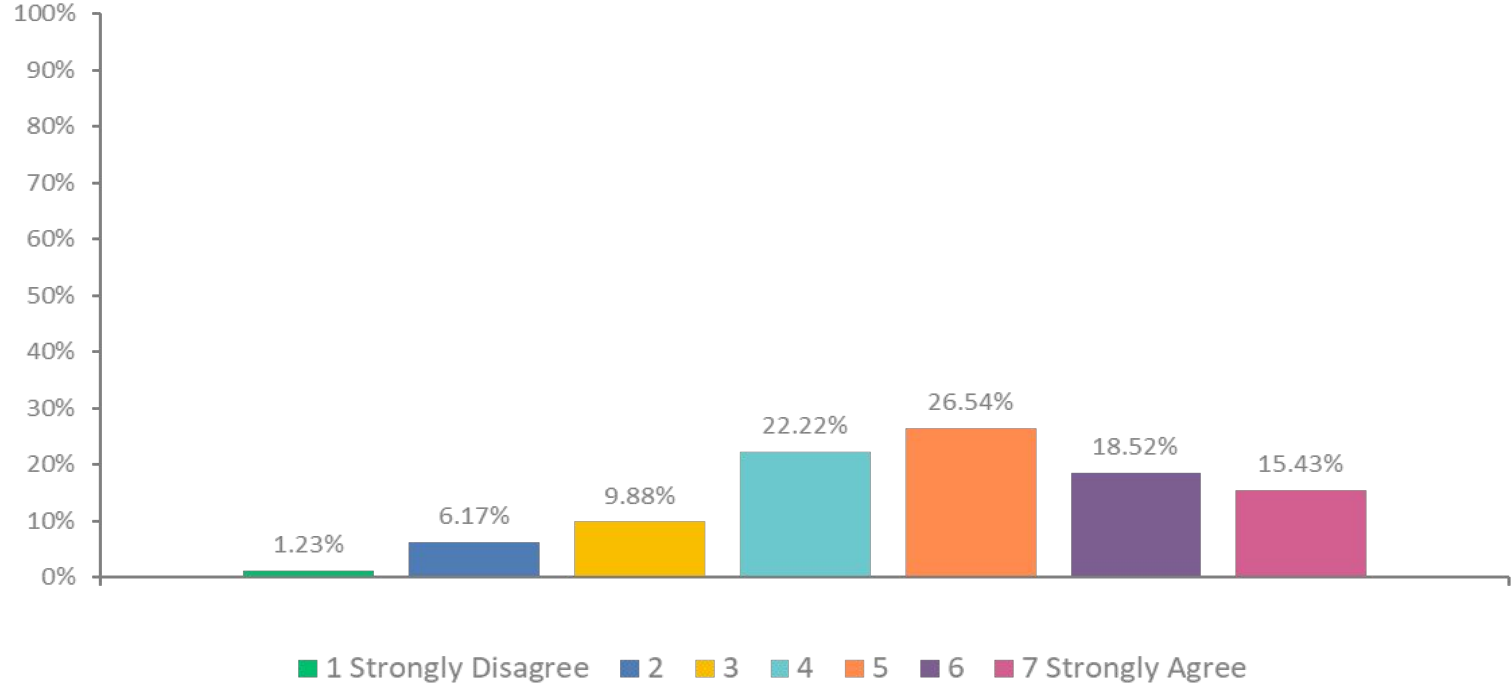


Workplace Communications

Based on responses, there is room for improvement in meeting structure and organizational communication that offers opportunities to incorporate effective communication and 'big picture thinking' about day to day operations.

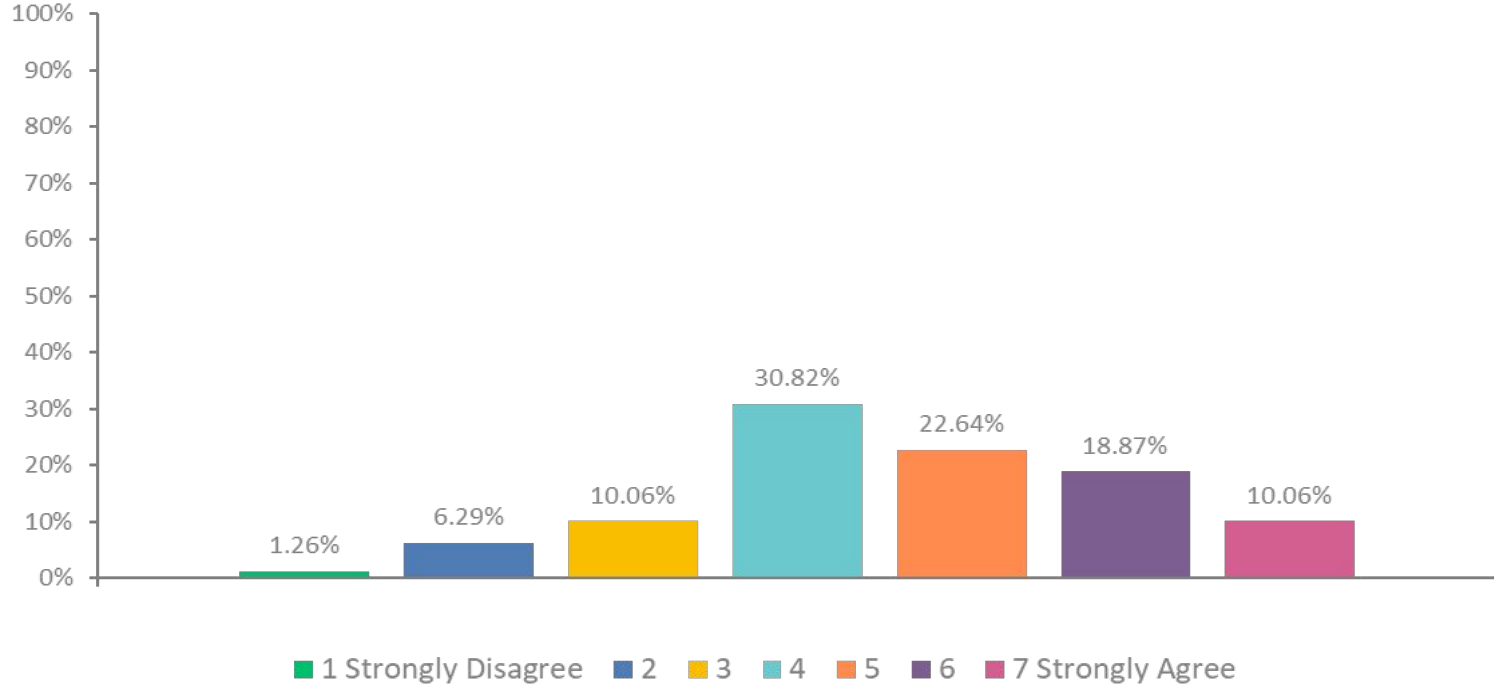


Q41: The meetings at the organization are: Held in ways that encourage all types of participation.





Q29: Community Counseling Solutions makes time for generative discussions about vision, goals, and strategy in a way that integrates diversity, equity, and inclusion at team meetings, retreats, etc.





Recommendation

Workplace Communications

Examine current CCS meeting structures and support models for meetings that are used throughout the organization. Be clear when a meeting is designed to:

- Inform
- Solicit Input
- Collaborate
- Convenes with multiple purposes with designated time allotments for each

Resource: <https://hbr.org/2022/09/3-types-of-meetings-and-how-to-do-each-one-well>

Recommendation

Workplace Communications

Feedback received on questions regarding involvement in day-to-day operations indicate that there are participants who do wish to have more influence on day-to-day operations but are not engaged in a way that makes this possible.

Examine CCS's decision-making norms. Look for places to address overwhelm by delegating or distributing decision-making authority. Be clear about current decision-making norms and update if changes are made. Organizational clarity and communication about decision-making gives employees more confidence to navigate their day-to-day challenges. This has direct implications for equity, diversity, and retention.



Additional Recommendations

Joy in the Workplace

Invite and implement staff suggestions for creating more joy in the workplace.

Promote aspects of wellness programs and health benefits which provide personal health practices. Eg. Exercise, meditation, nutrition, social engagement.



Additional Recommendations

Community Engagement

This assessment only engaged staff members. Although, many survey respondents have direct contact with the community members served by CCS - their observations are not an adequate replacement for directly surveying those who are receiving services or are influenced by those services (eg. family members.)

Survey those who receive CCS services, and their personal care givers directly.



Summarized Comments from Survey Respondents

Survey Question: Please identify one thing that would improve the working relationships between people in leadership roles and other staff members:

- *Talking through discomfort together.*
- *Greater effort toward inclusion of new staff in organizational culture.*
- *Fostering interpersonal relationships among staff as a means of offering support to each other.*
- *Interpersonal peer support and leadership training for managers.*
- *An open door policy.*



Comments from Survey Respondents

Survey Question: Which of these organizational improvements would you like to see...?

- The most common improvements requested were:
 - More transparency
 - Dedicating more time for open forum discussion
 - Process for staff cohesion
 - Process for decision-making

Recommendations:

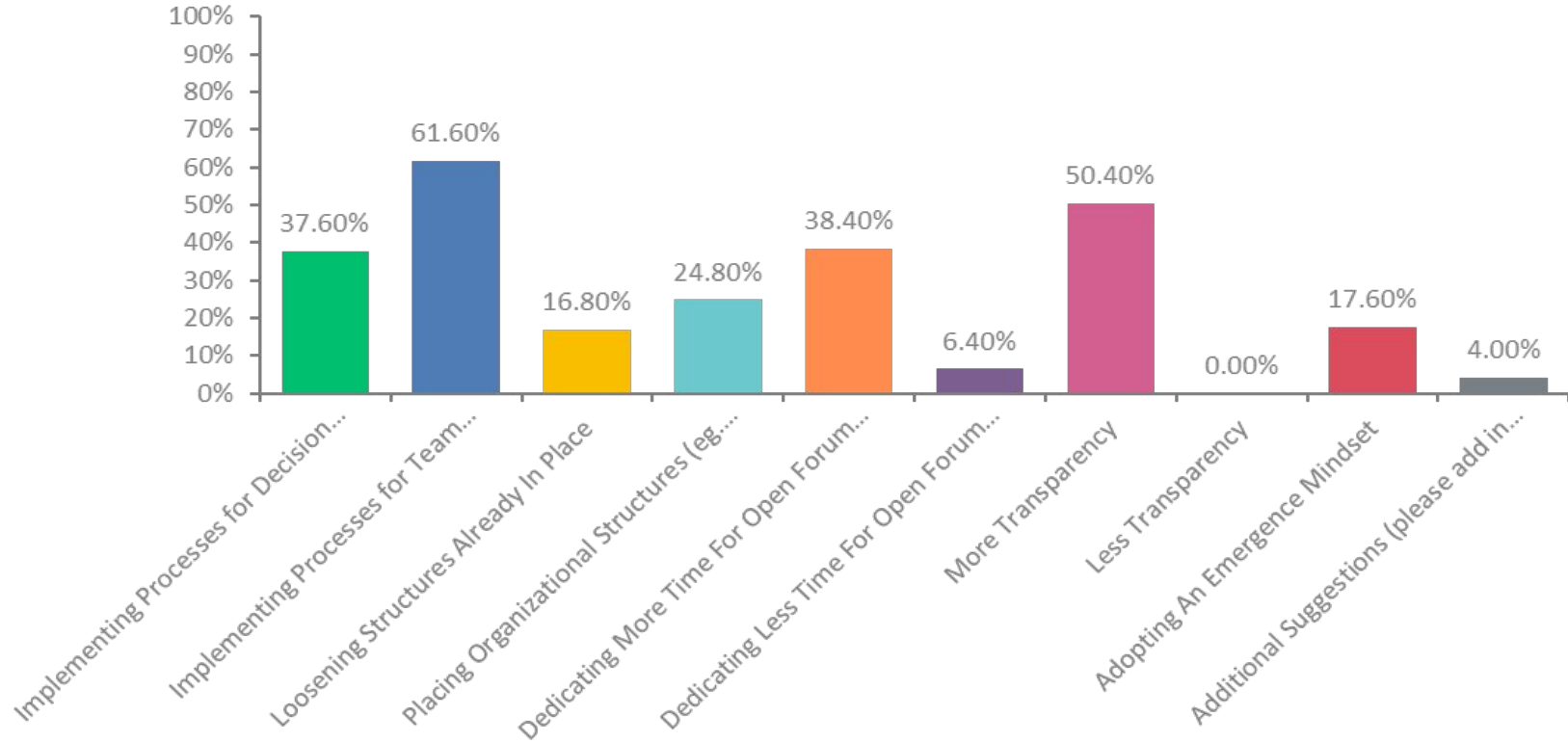
Conduct a power analysis aimed at reconciling CCS' Cultural Competence statement and decision-making structures within CCS.

Review CCS's decision-making protocols in alignment with equity goals.

Increase transparency around decision-making. This directly relates to equity.



Q53: Which of these organizational culture improvements would you like to see at the organization?





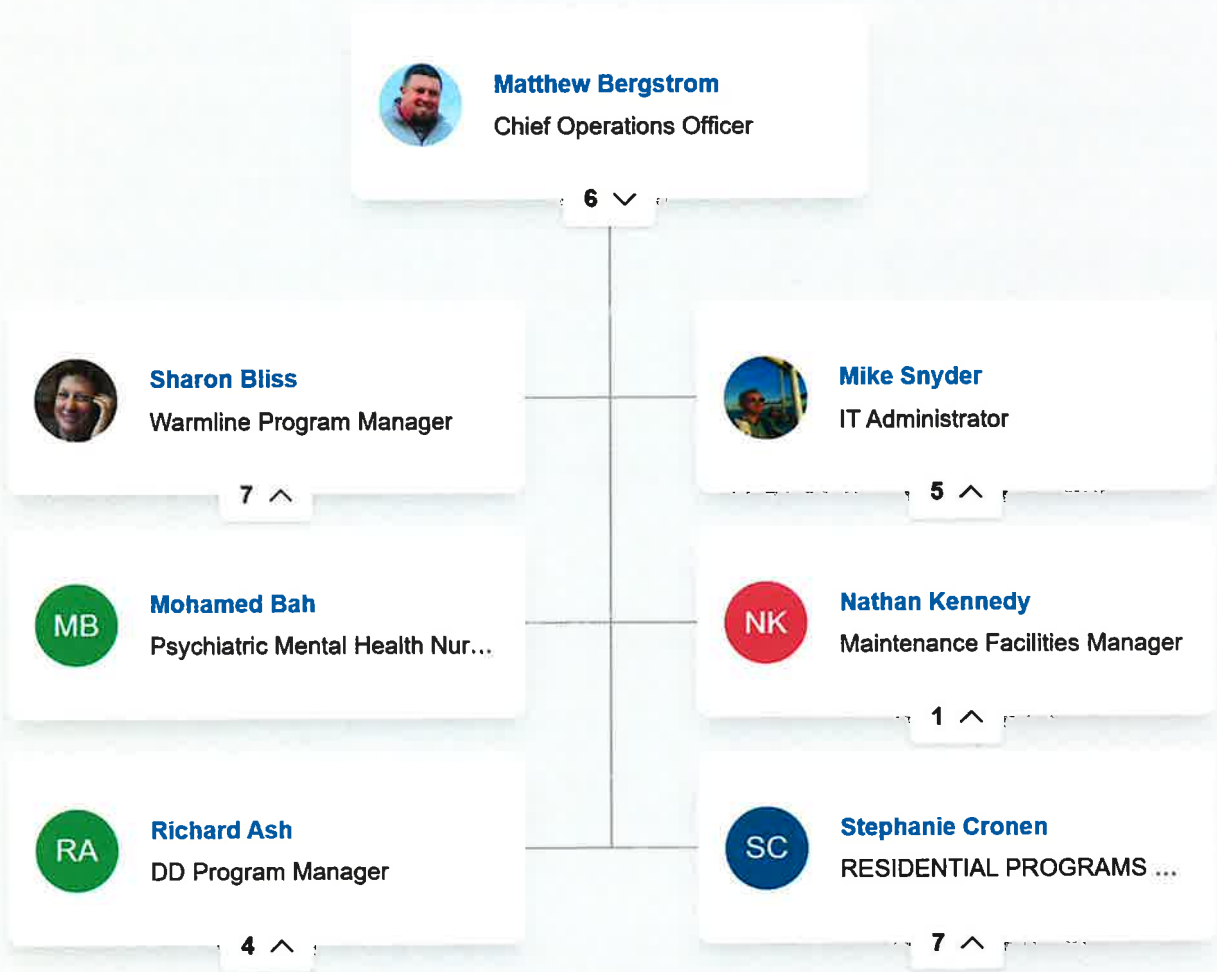
Summarized Comments from Survey Respondents

Service Access Suggestions

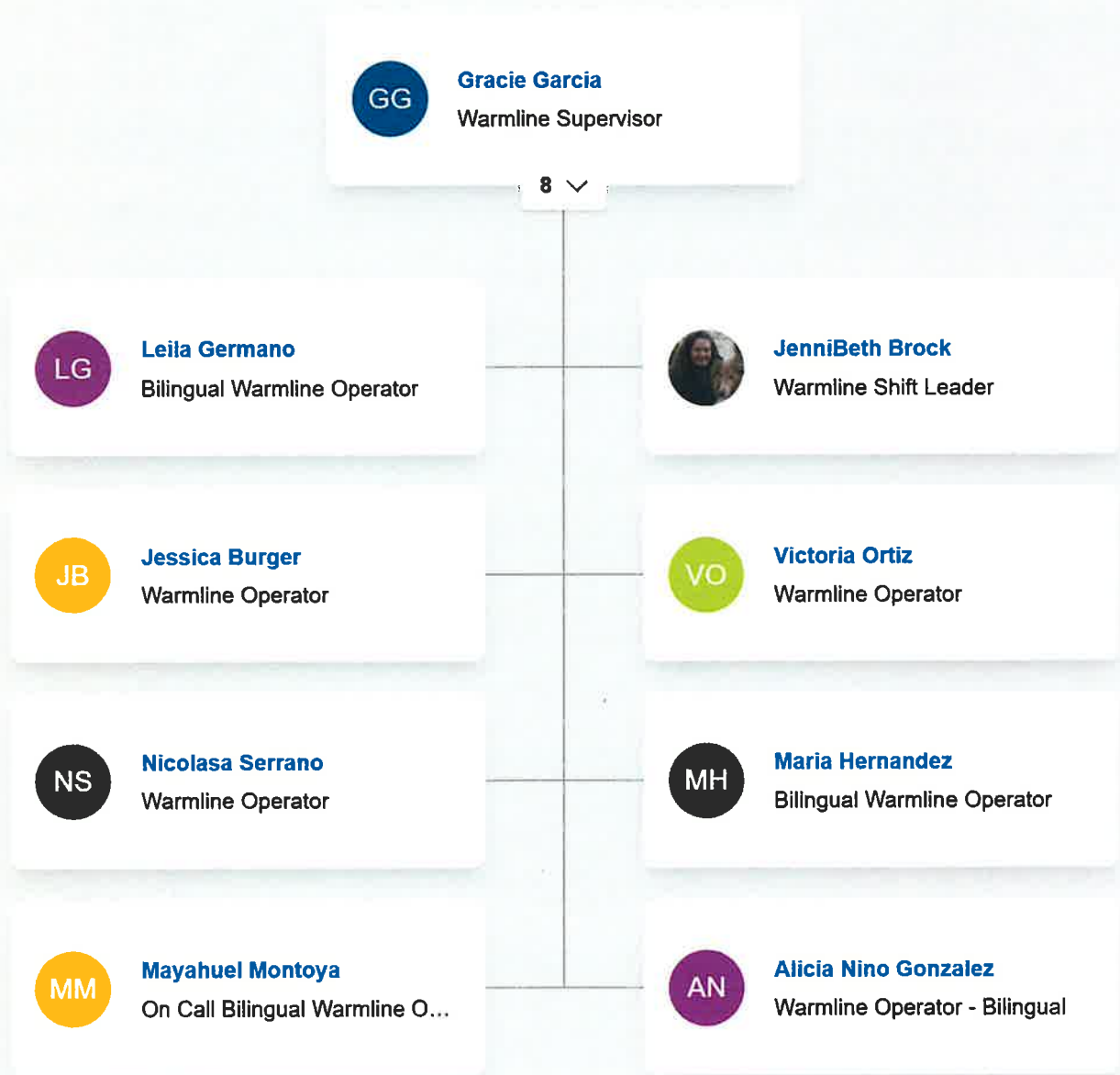
- Make peer groups and community programs a main focus.
- Create additional opportunities for diverse populations to provide feedback about their specific needs and whether those needs are being met satisfactorily.
- Process suggestion: Invite other agencies/advocates to all staff meetings to brainstorm.
- Leadership should engage with external events and get out into communities, to learn through direct experience.
- Increase LGBTQ support services for teens.
- How much information does CCS have about deeper issues impacting those the organization serves? Develop ways to seek ongoing information about “where things are” and develop a service revision plan from there.
- CCS should increase openness to serving those with developmental disabilities.
- Public displays of fund raising for the homeless, involvement in partnerships with other agencies that are helping the homeless.

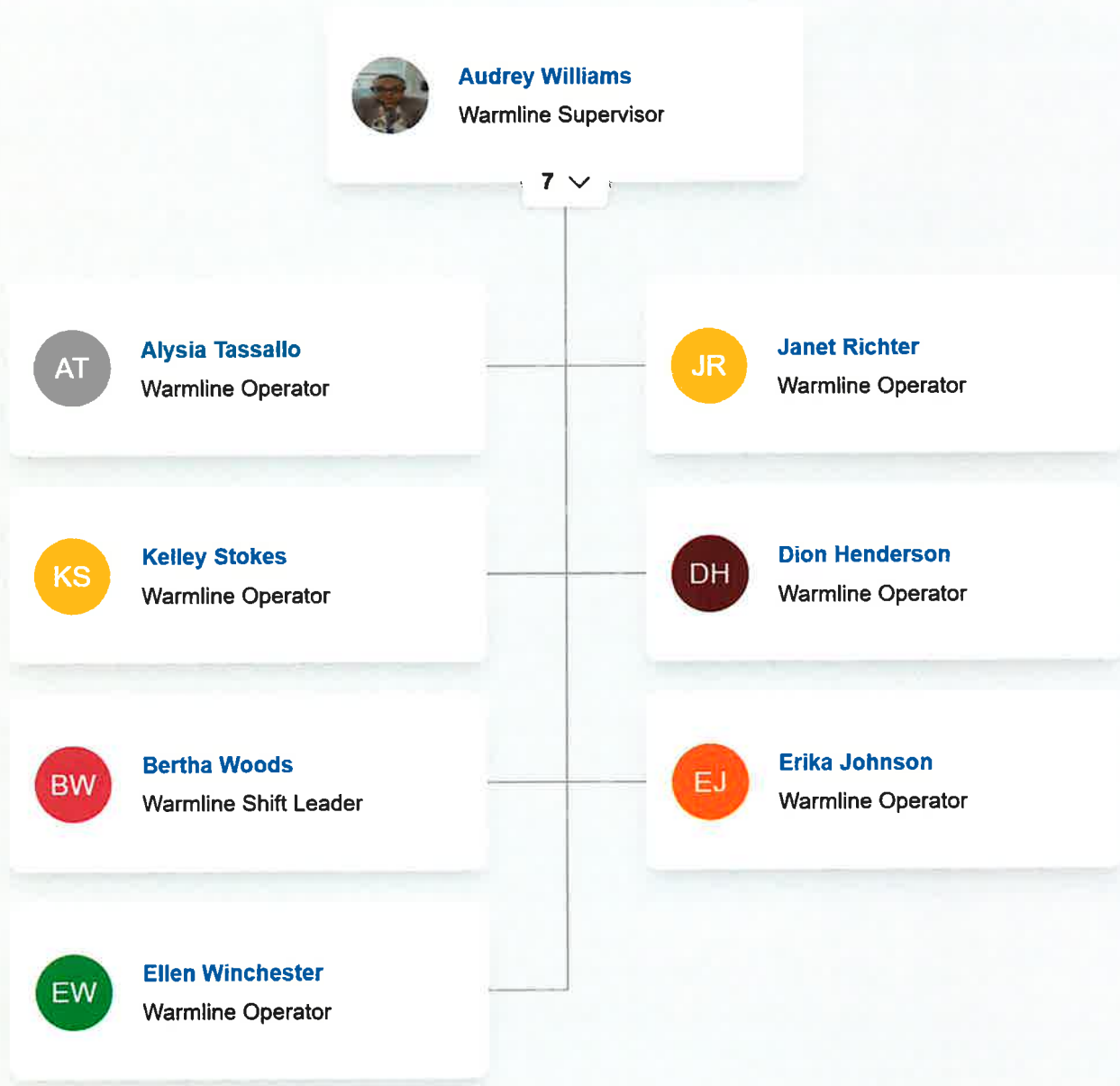


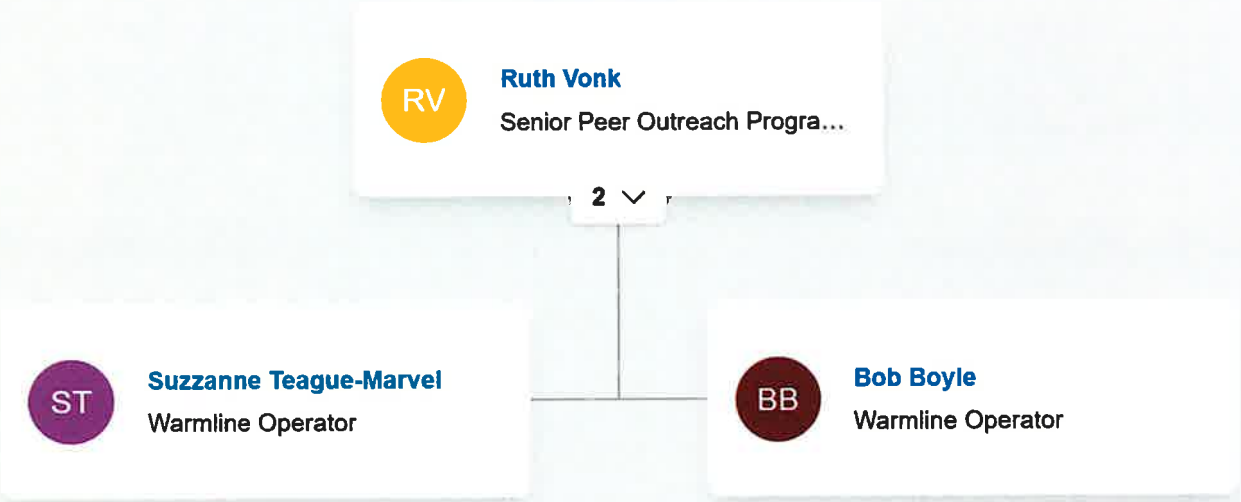


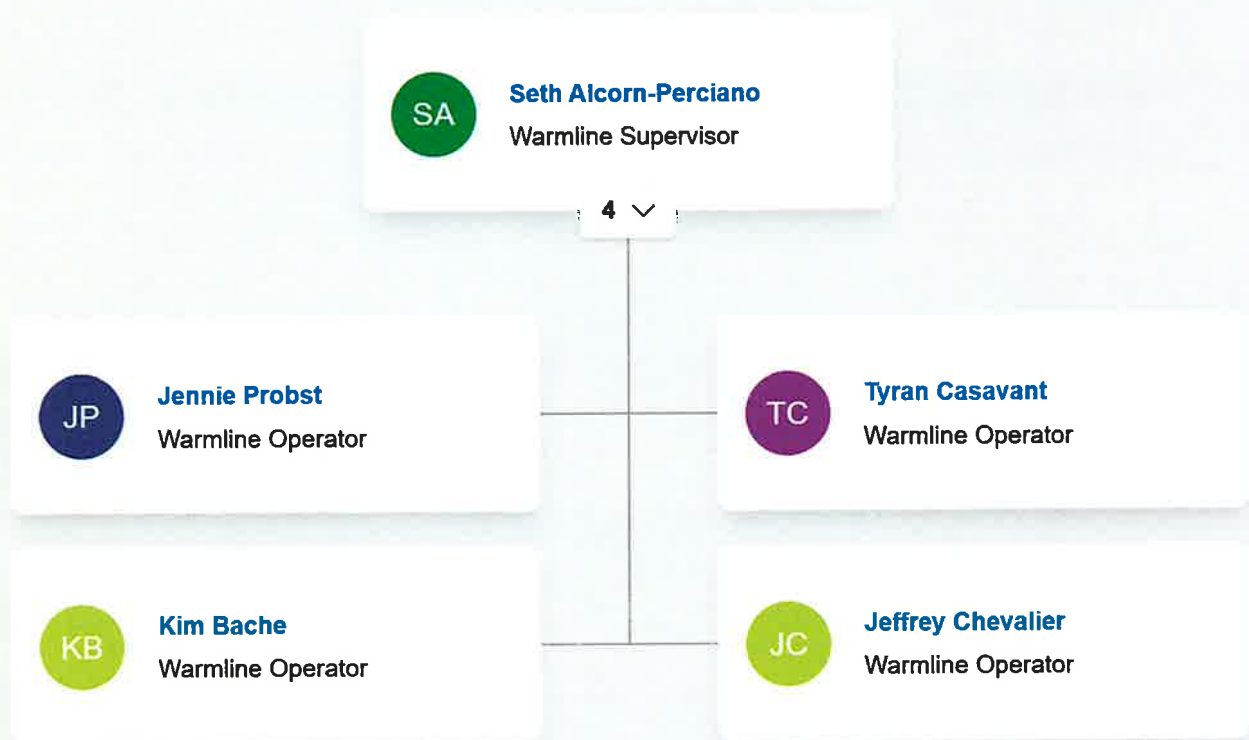














Jordan Morelli
Peer IT Tech

10 ▾



Jennifer Miller
Warmline Operator



Filicity Strong
Warmline Operator



Jilleeanna Martin
Warmline Operator



Michele Lamb
Warmline Operator



Bradley Ulrich
Warmline Operator



Lauren Whipple
Senior Outreach Opr



Sam Gieryn
Senior Peer Outreach Progra...



Christina Peirsol
Warmline Operator

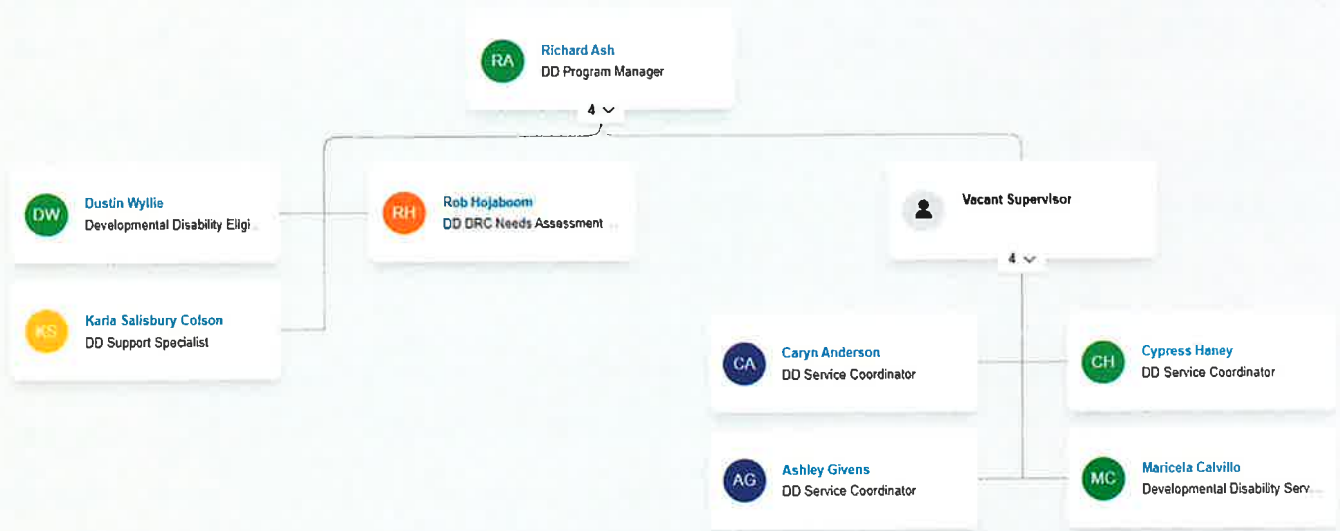


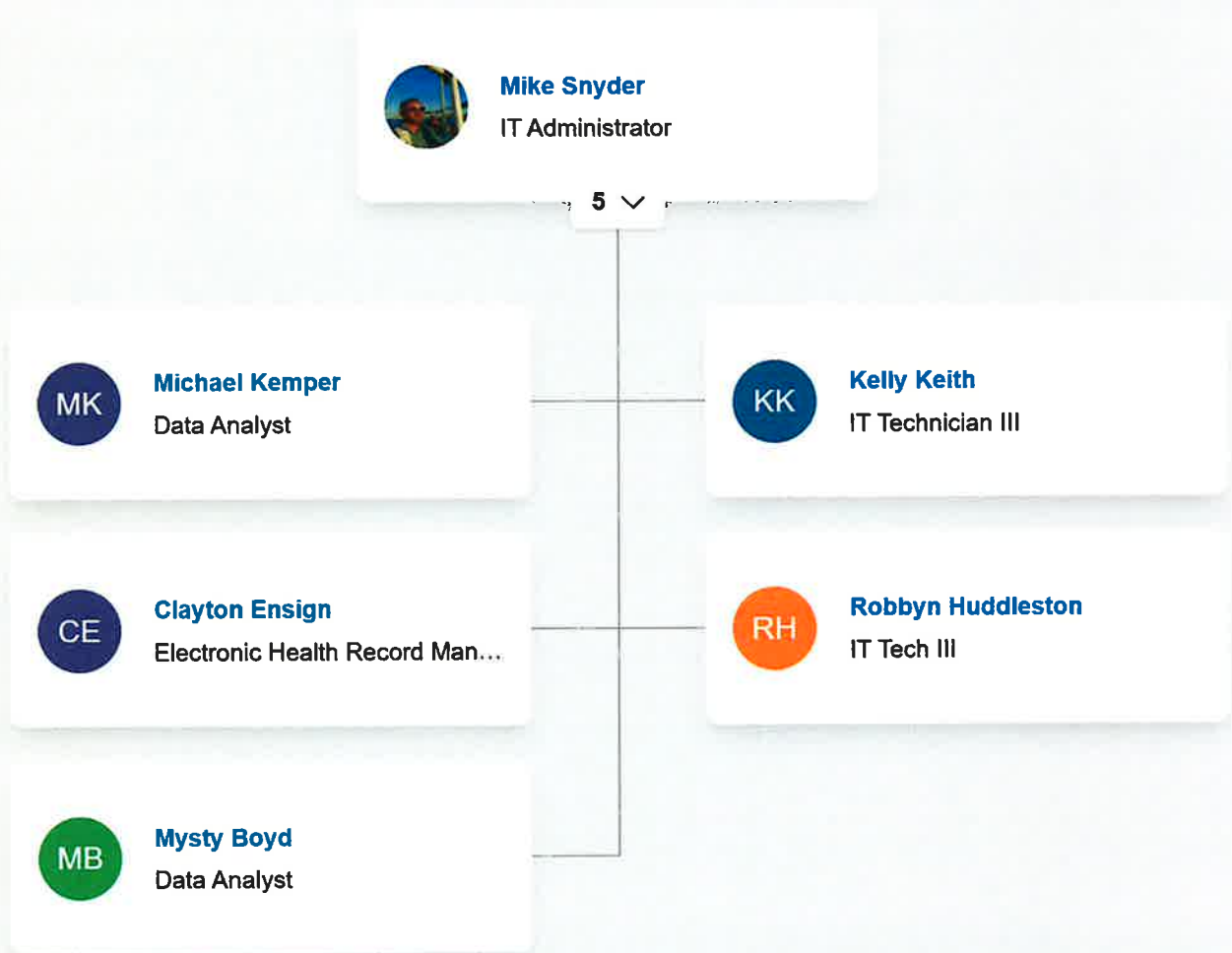
Justin Schumacher
Warmline Operator



Kristina Neet
Warmline Operator









Nathan Kennedy

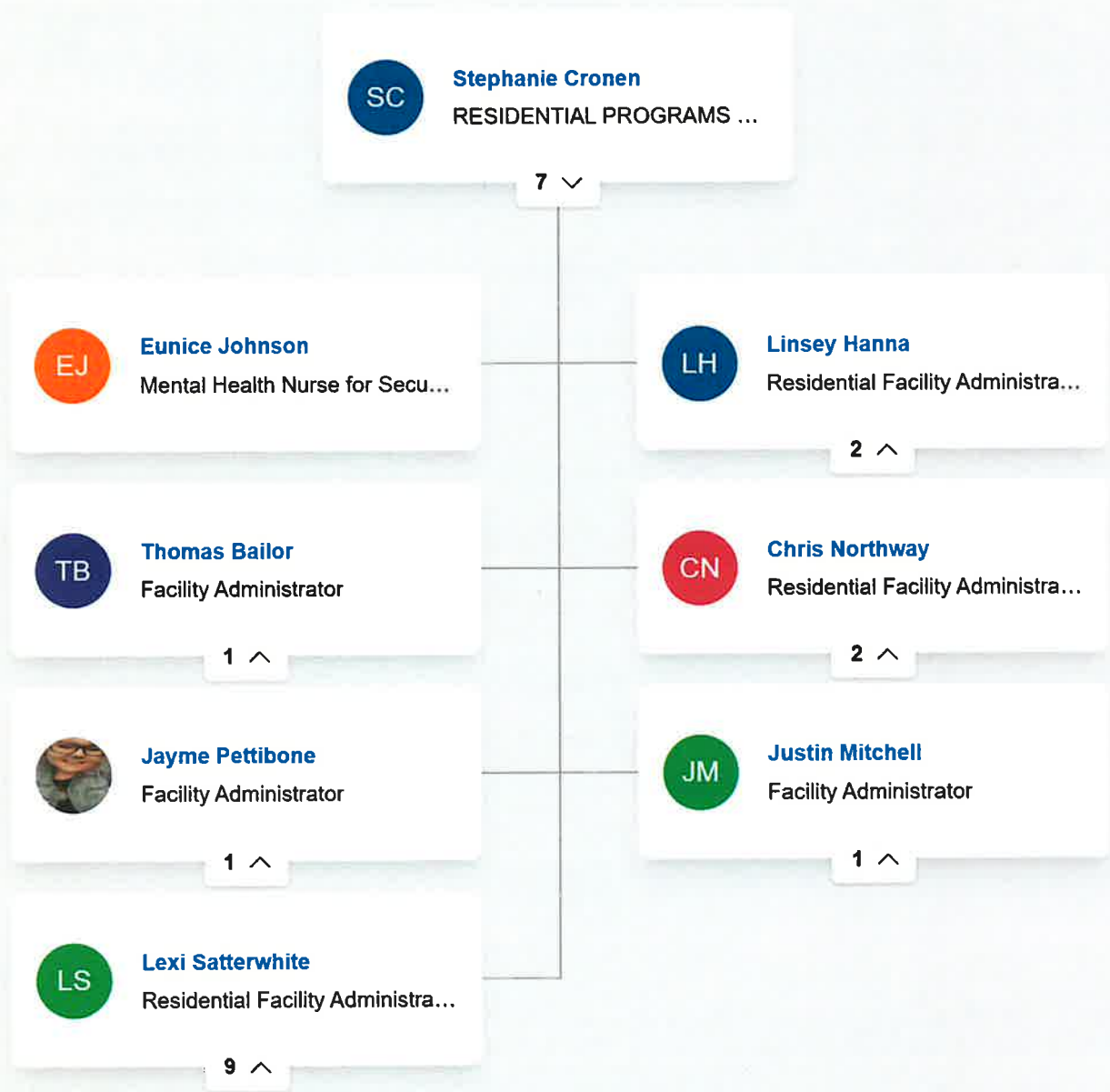
Maintenance Facilities Manager

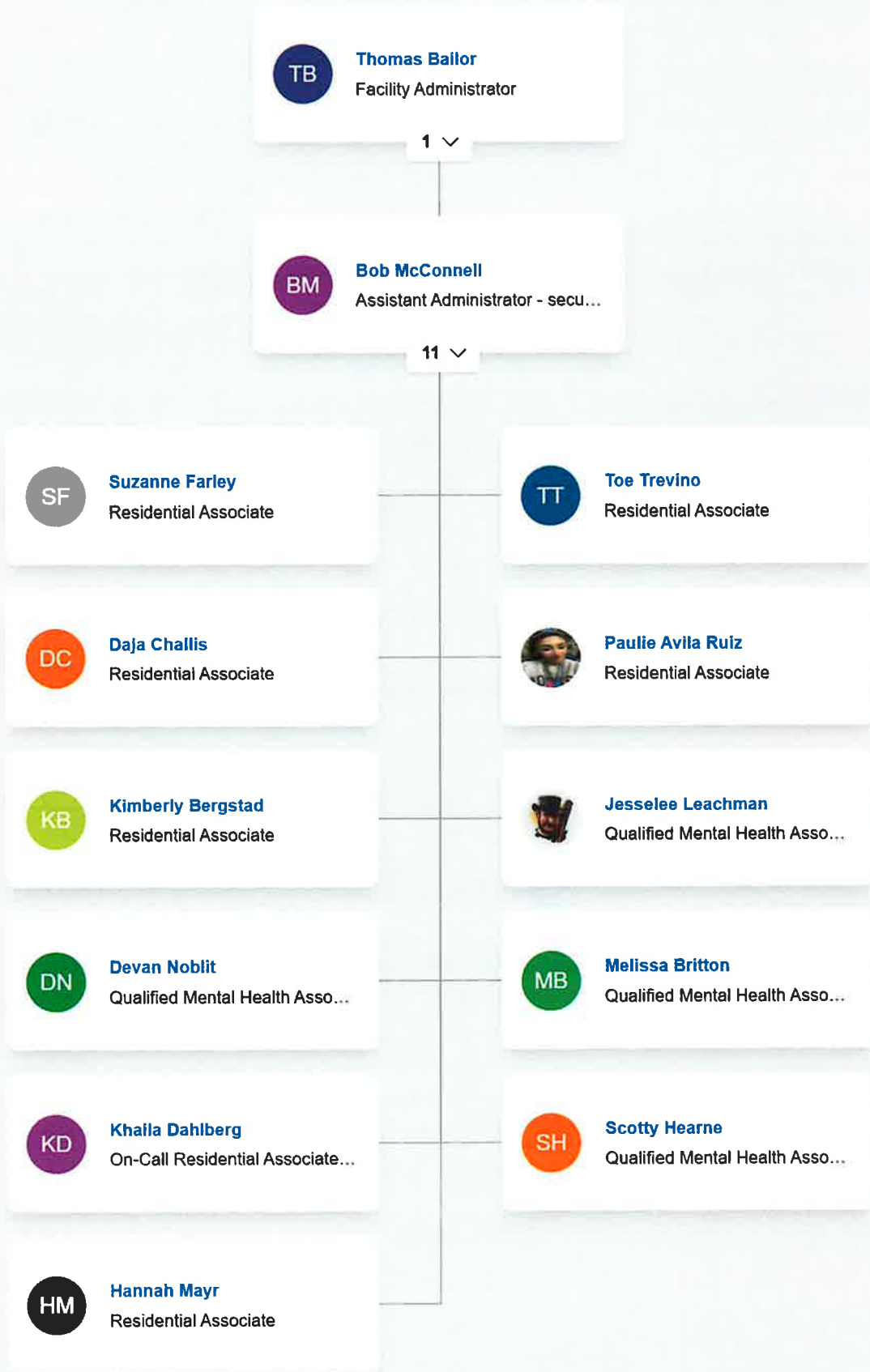
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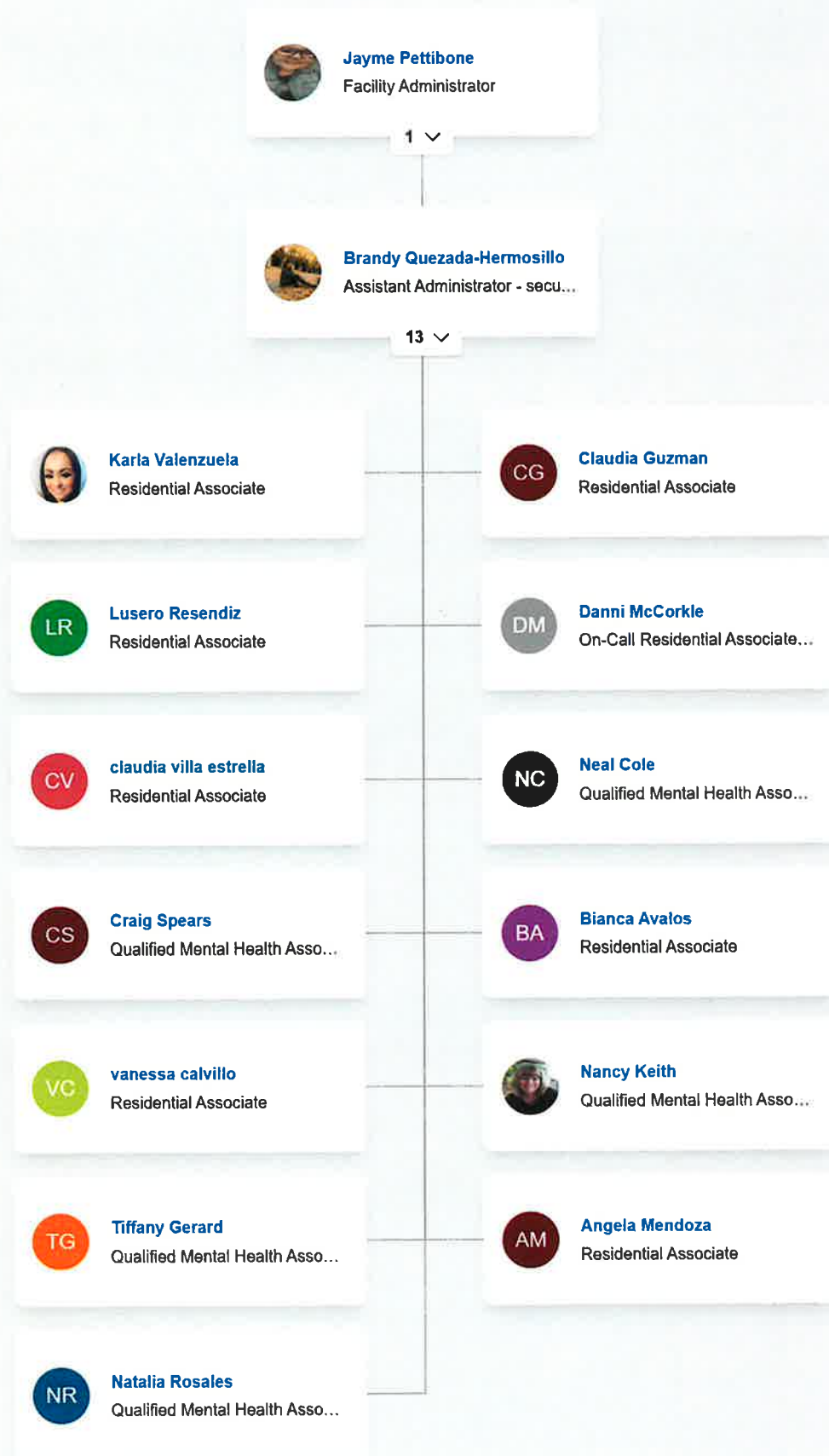


jashua rolfe

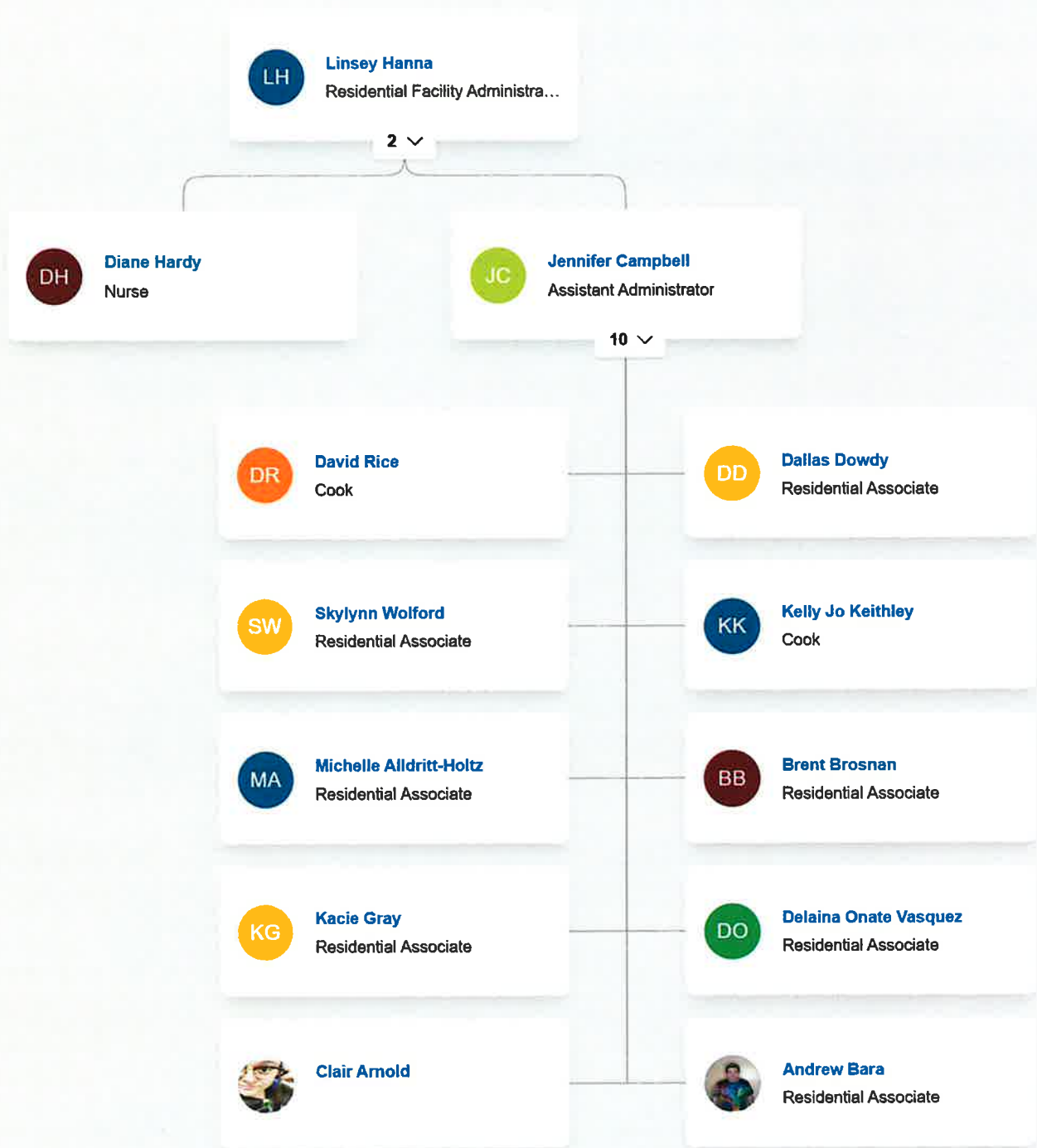
Maintenance Technician

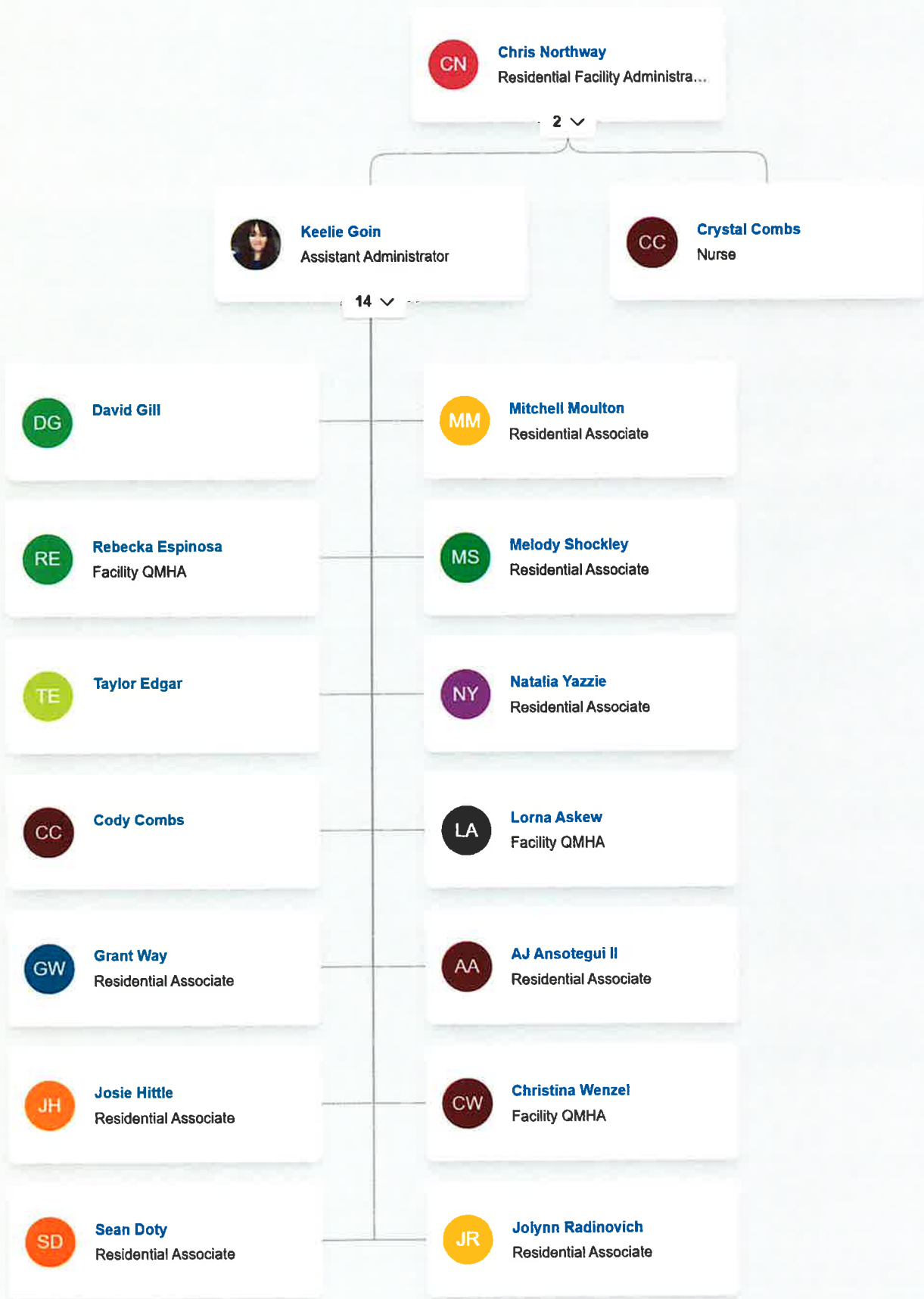


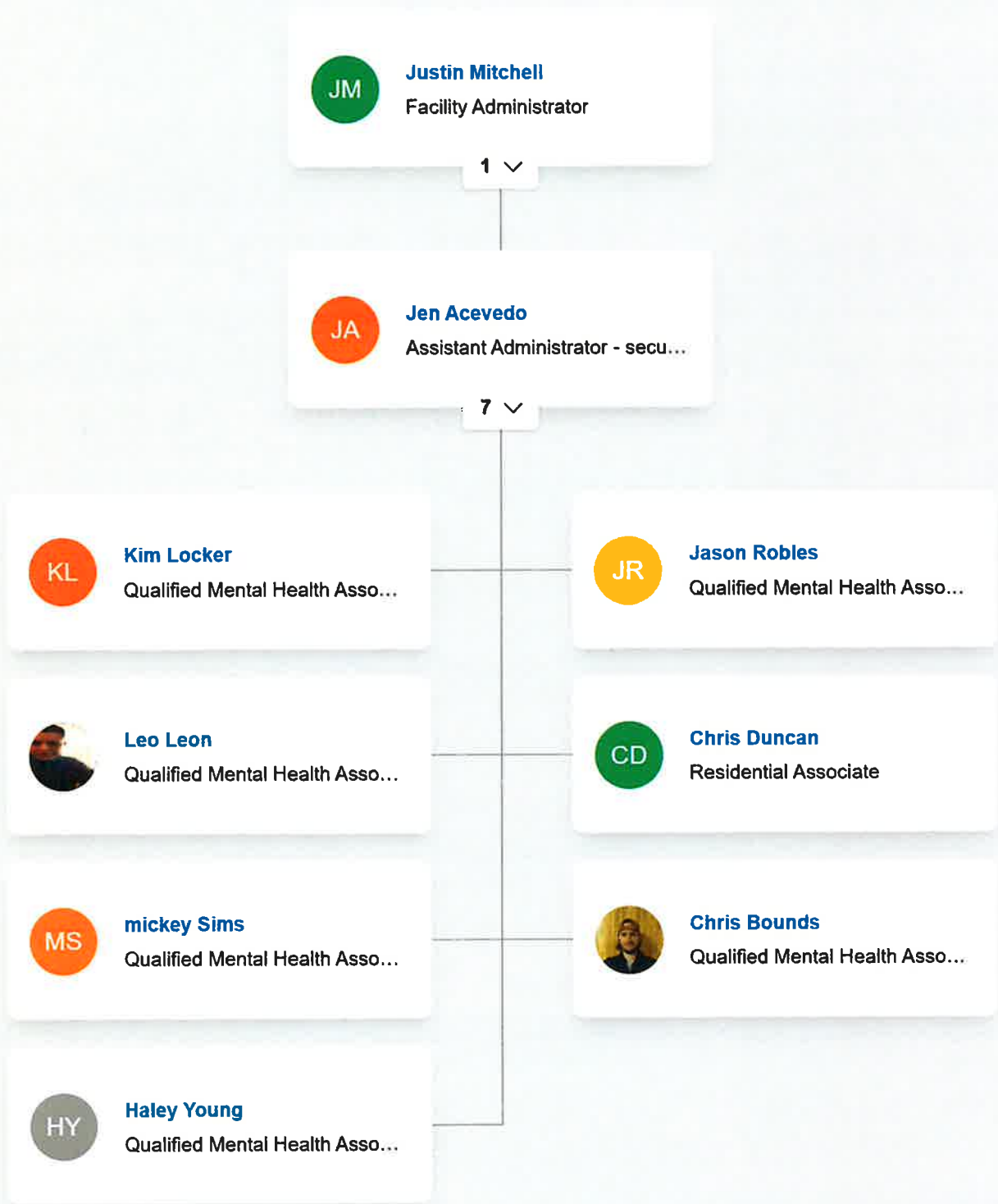














Christopher Humphreys
LEO Liaison Supervisor

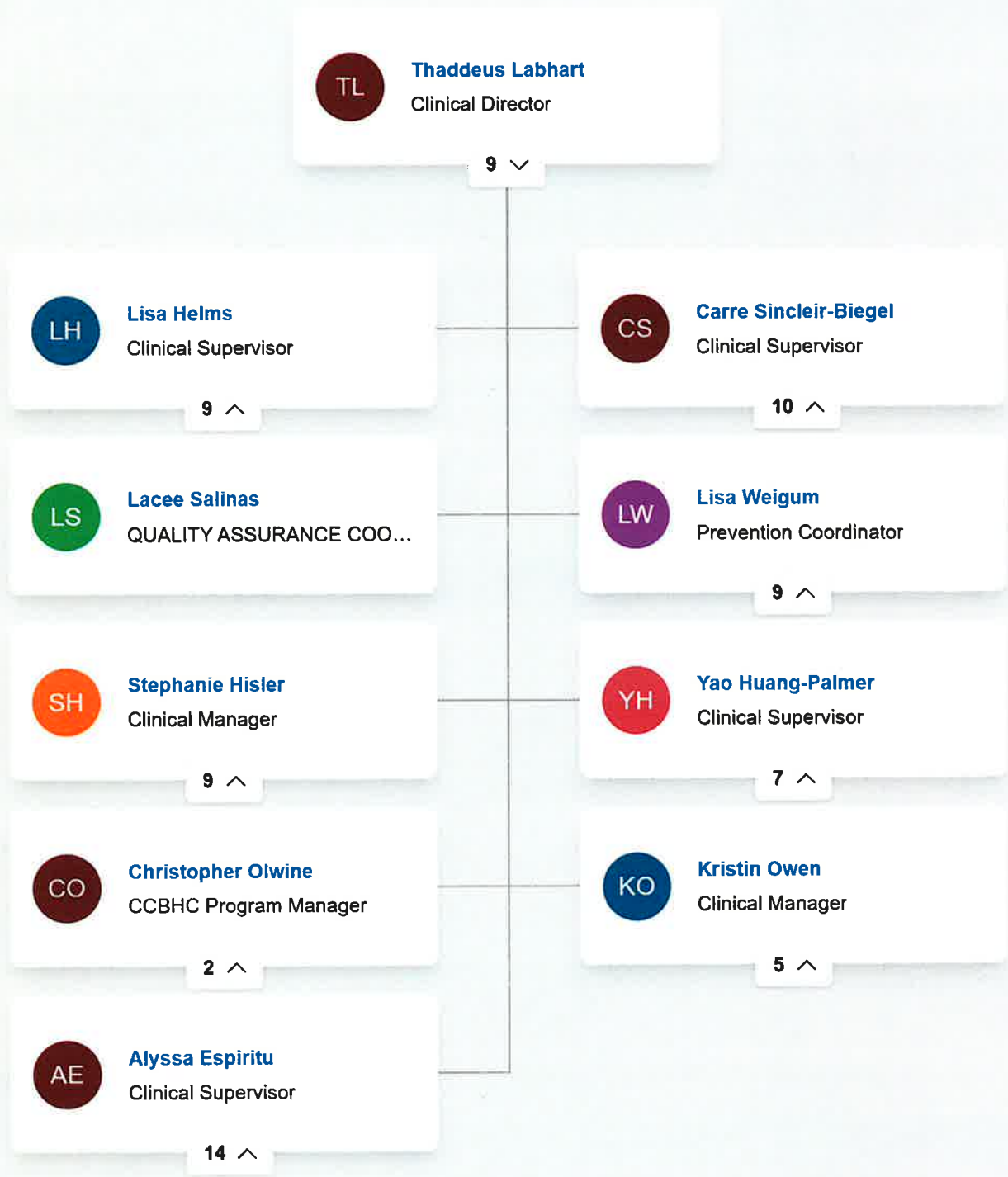
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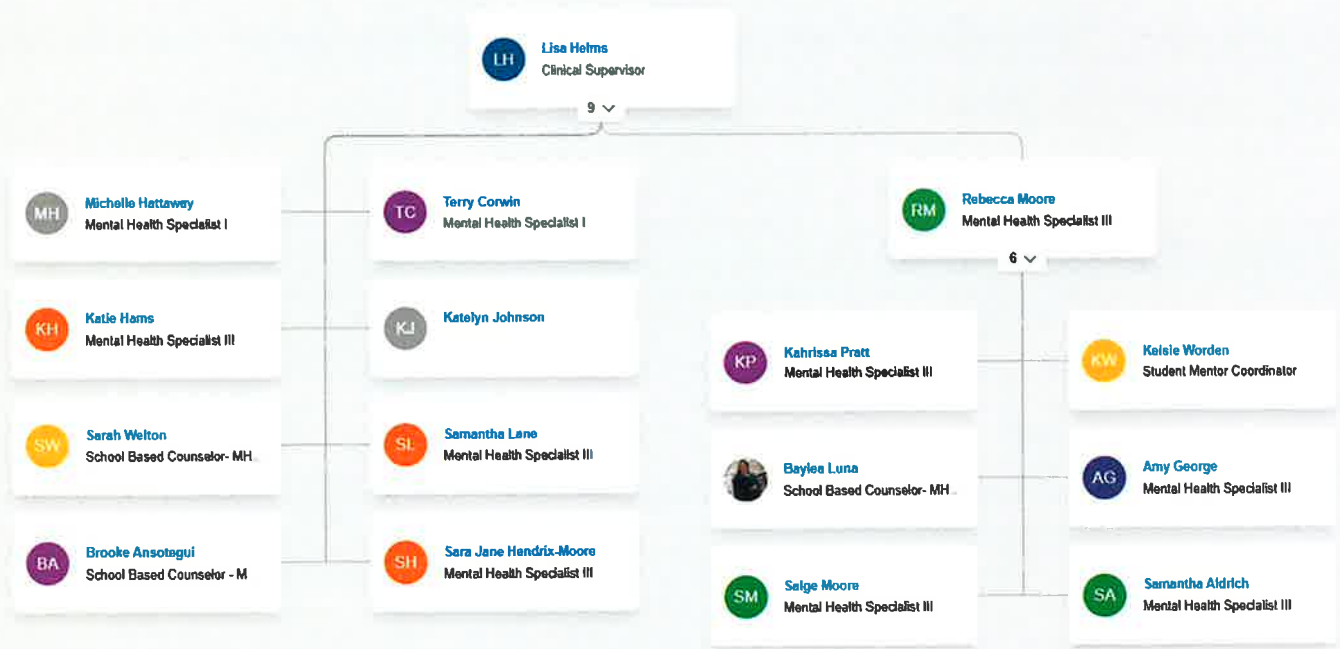


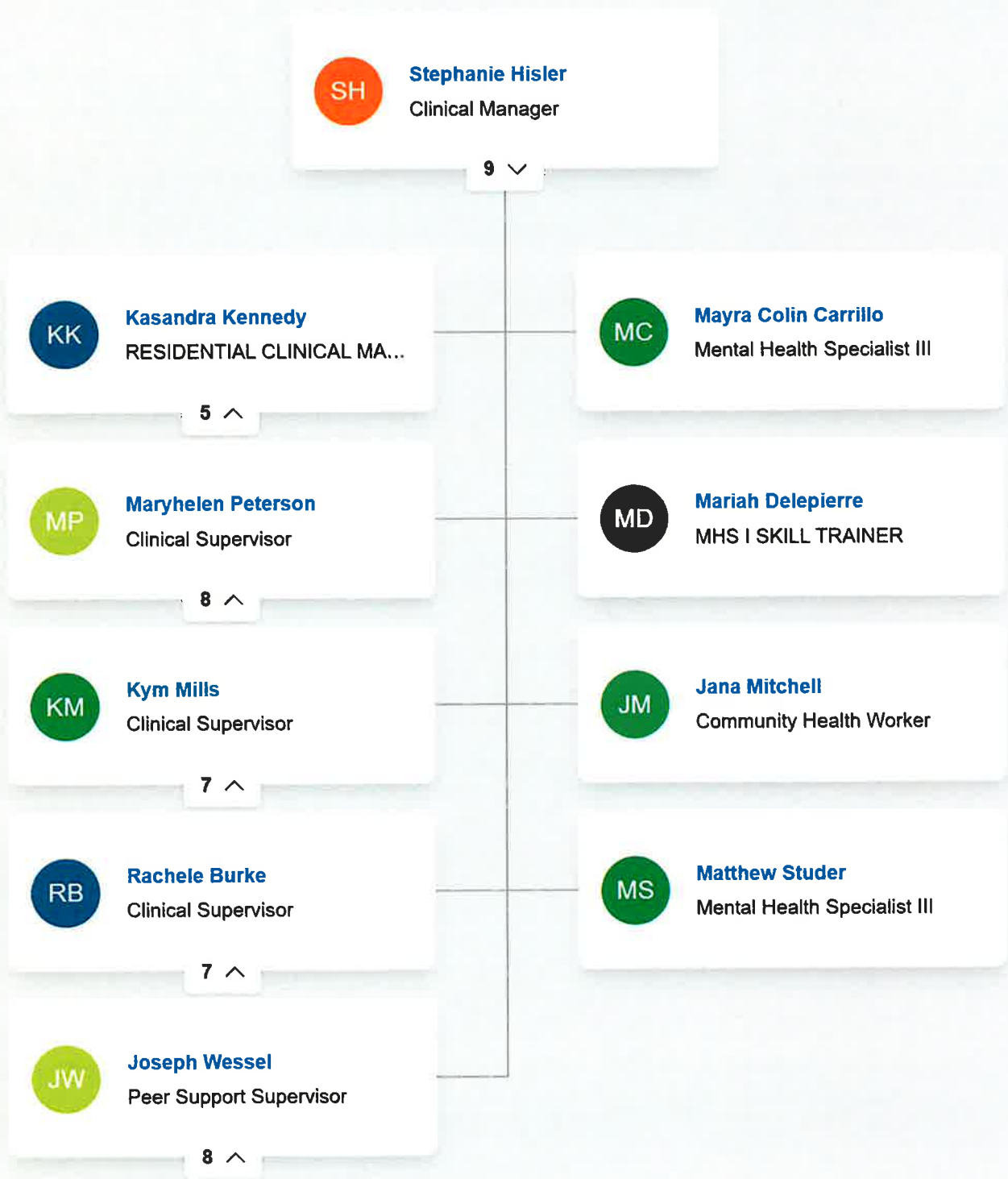
Ryan Lehnert
Law Inforcement Liason/ CIT ...

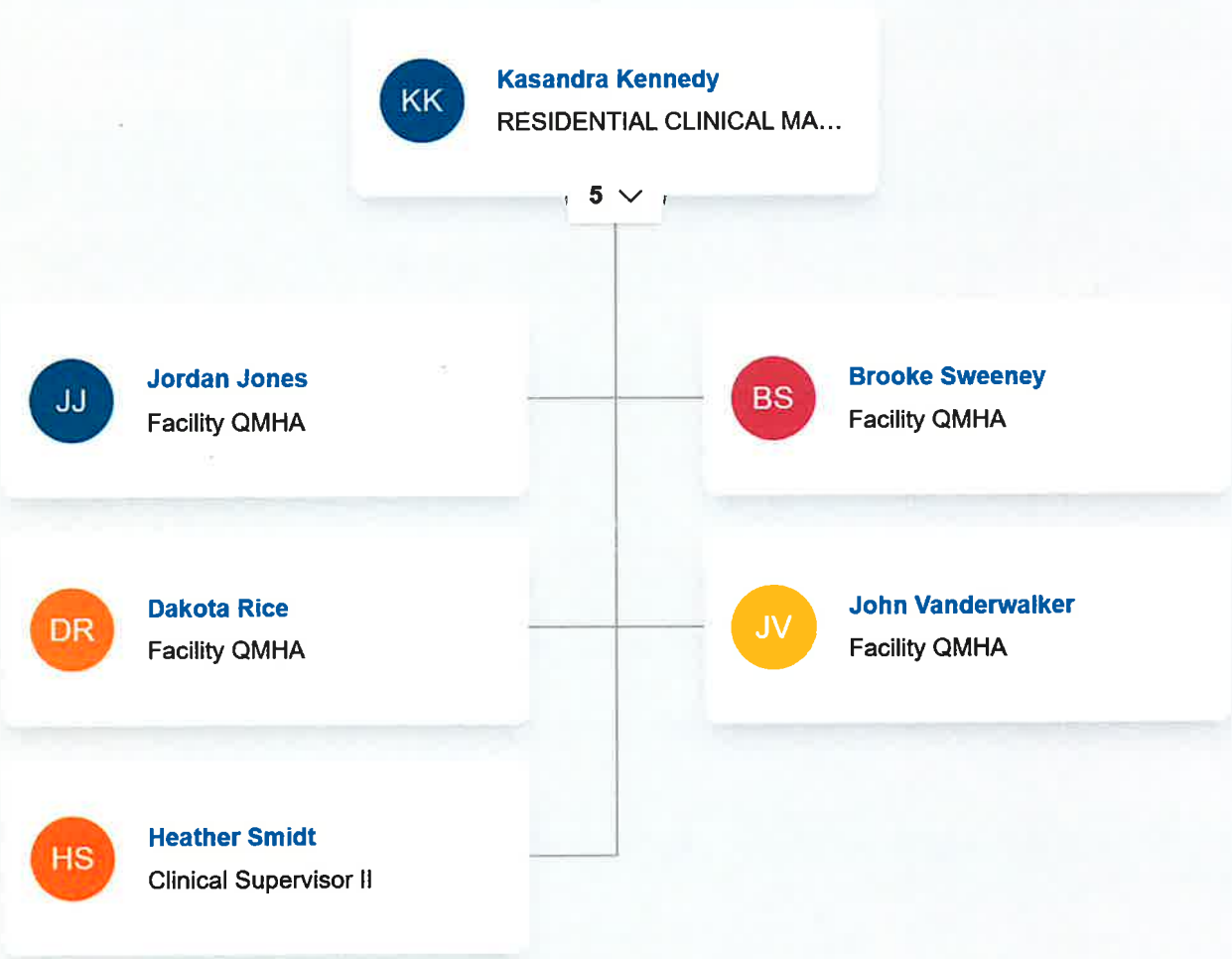


Danielle Gray
Aid & Assist ENCC/Case Man...



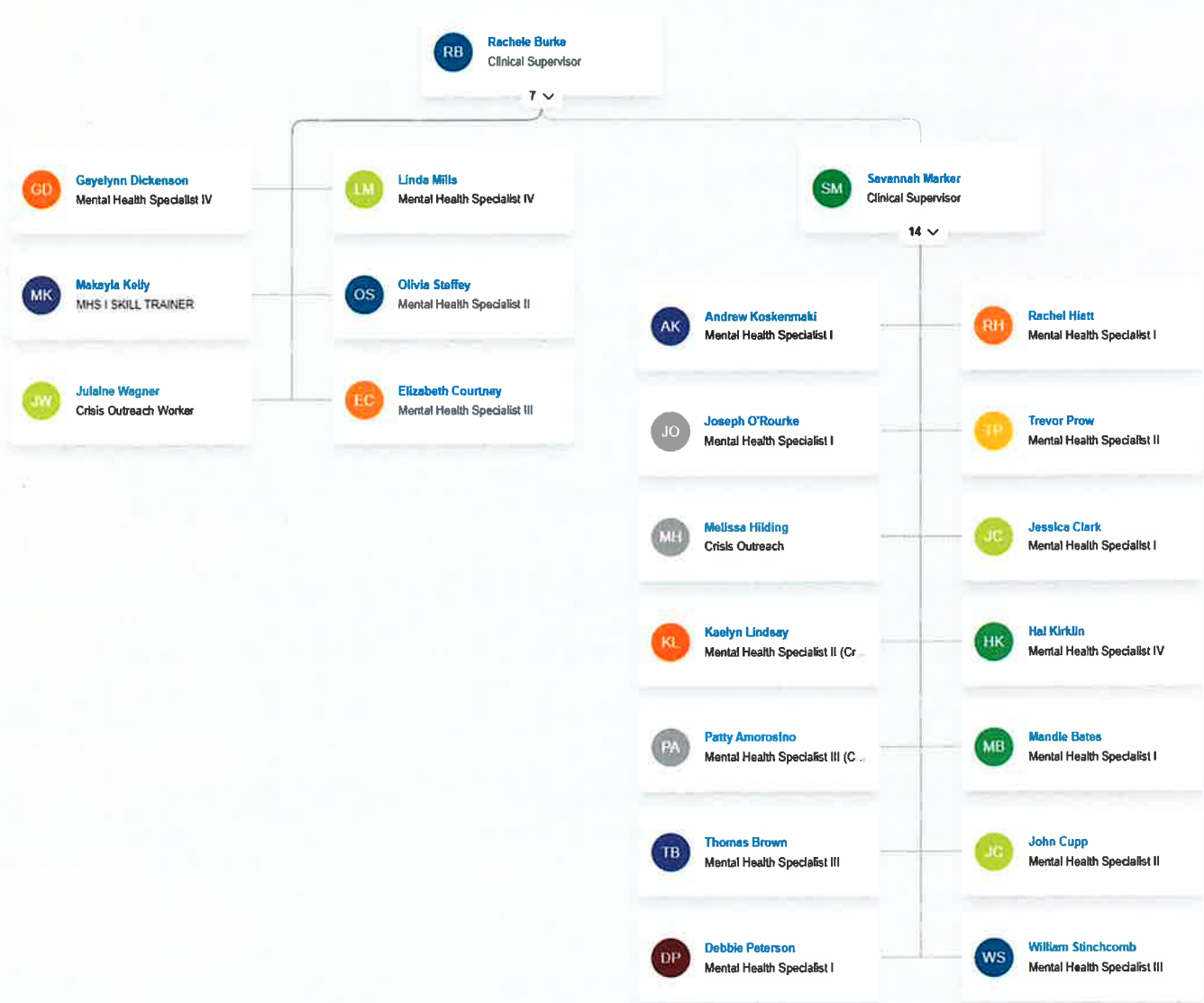






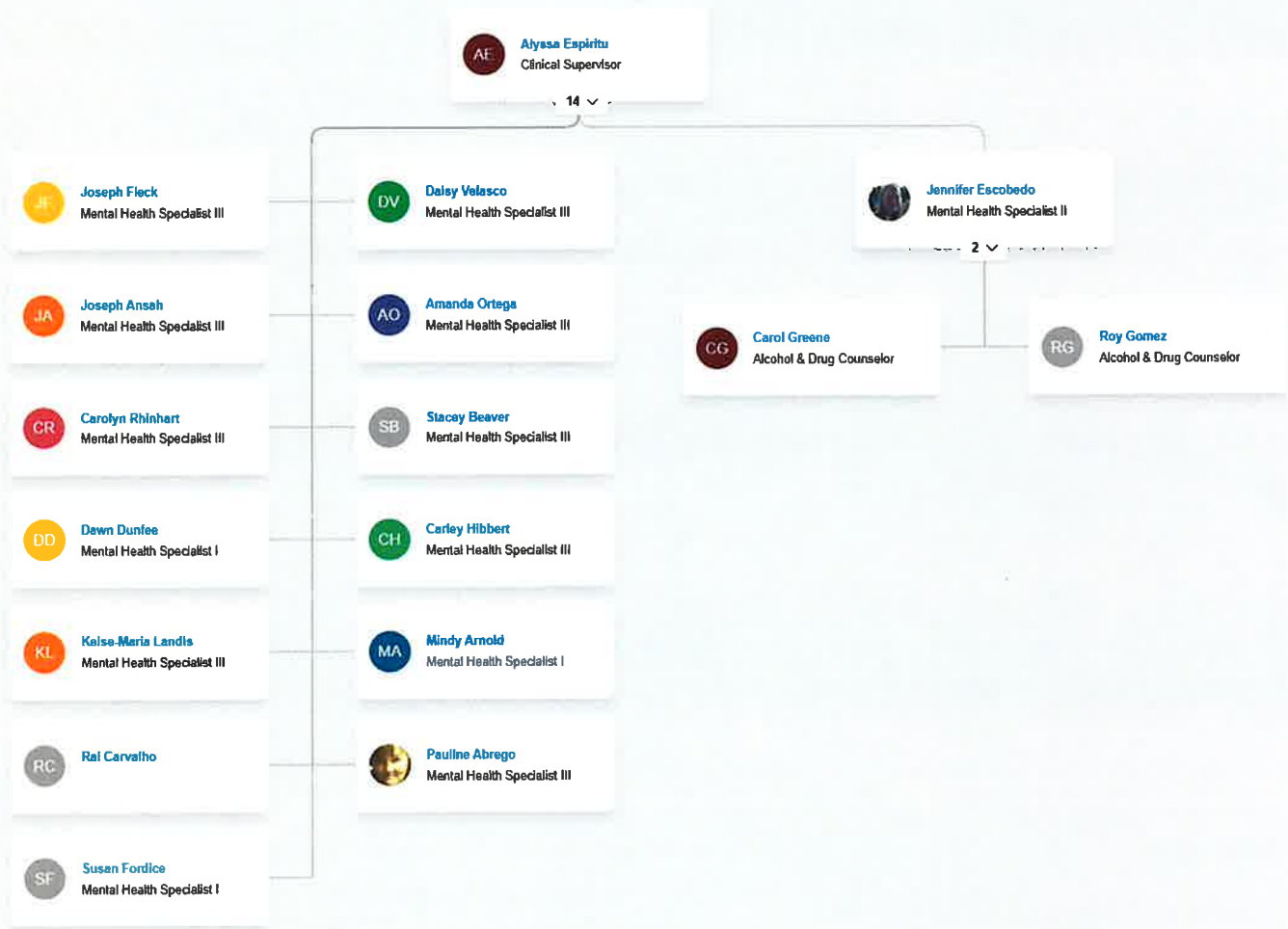


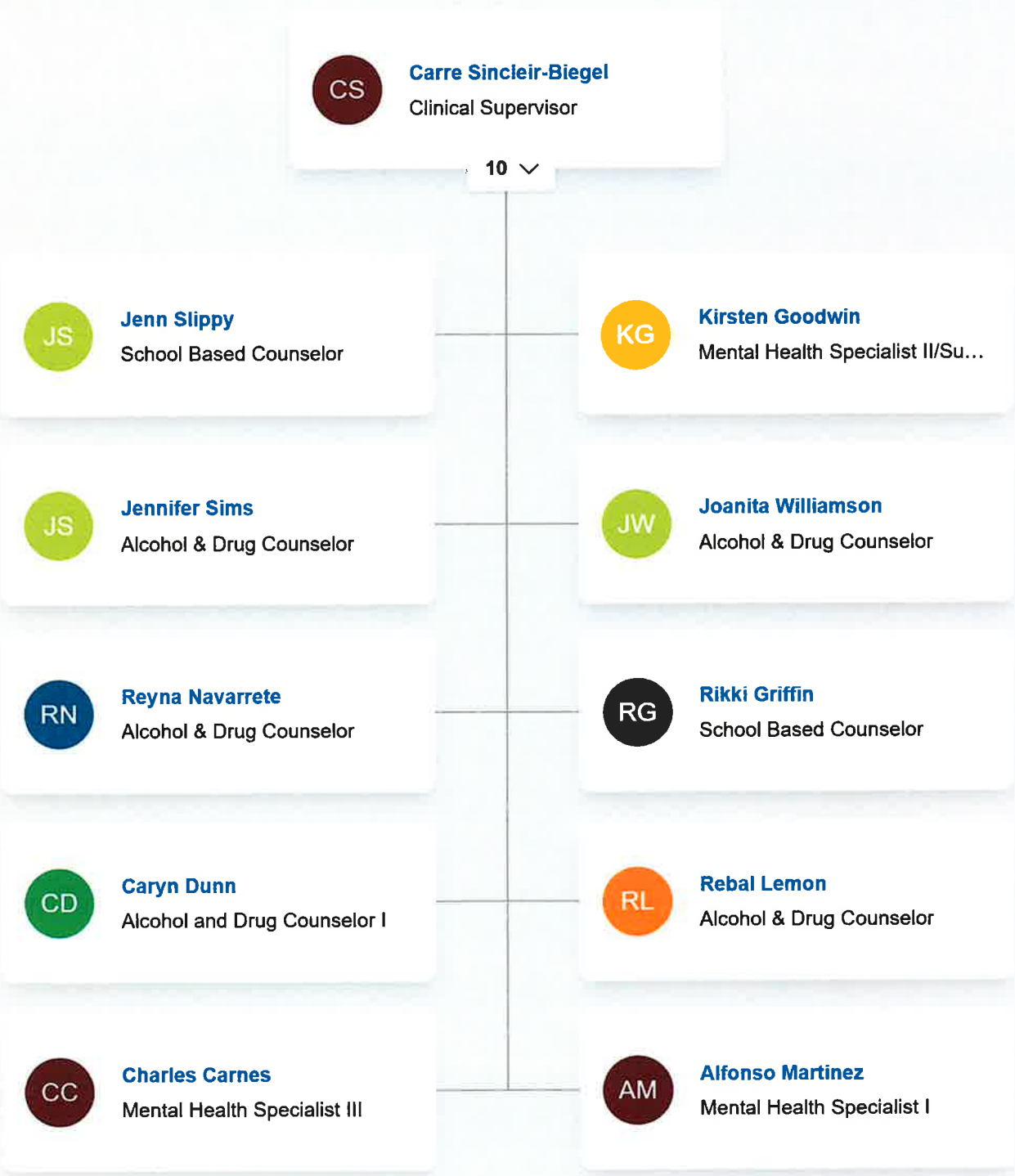


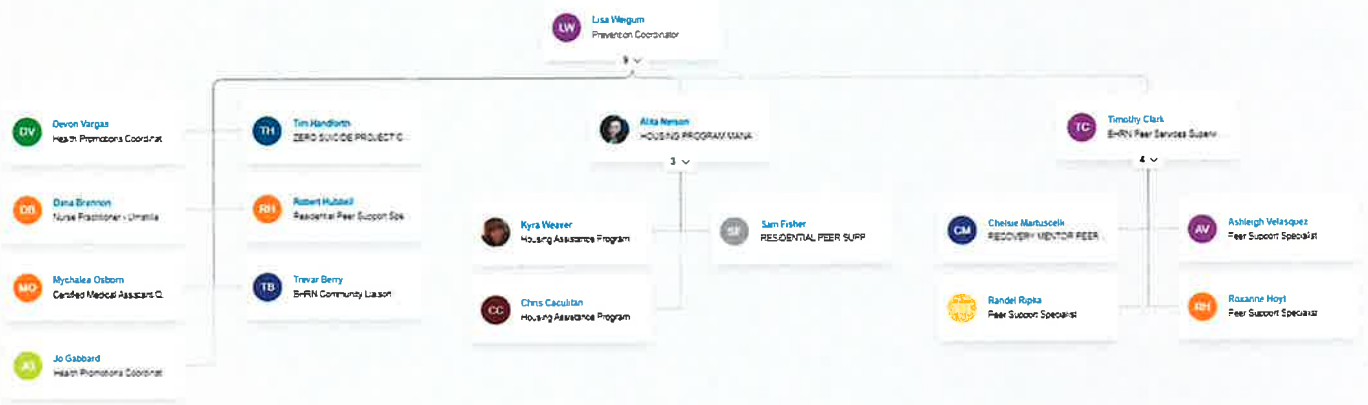




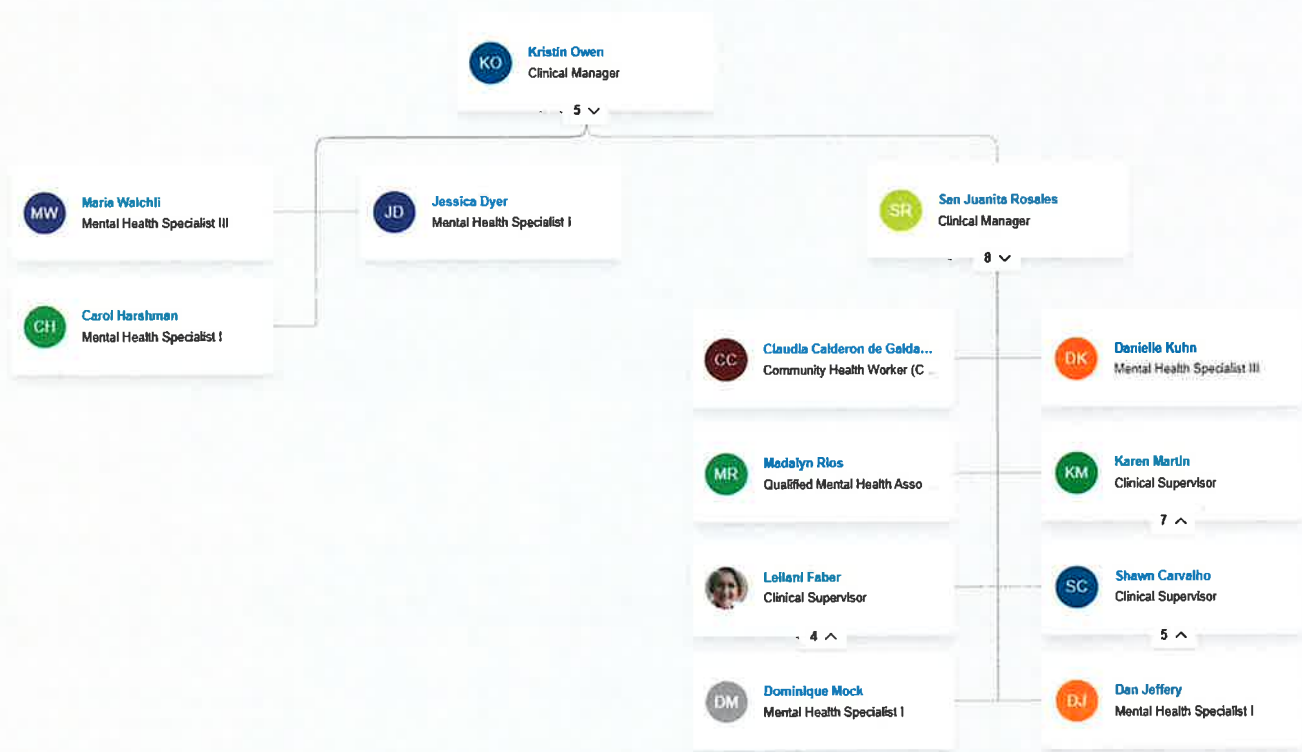


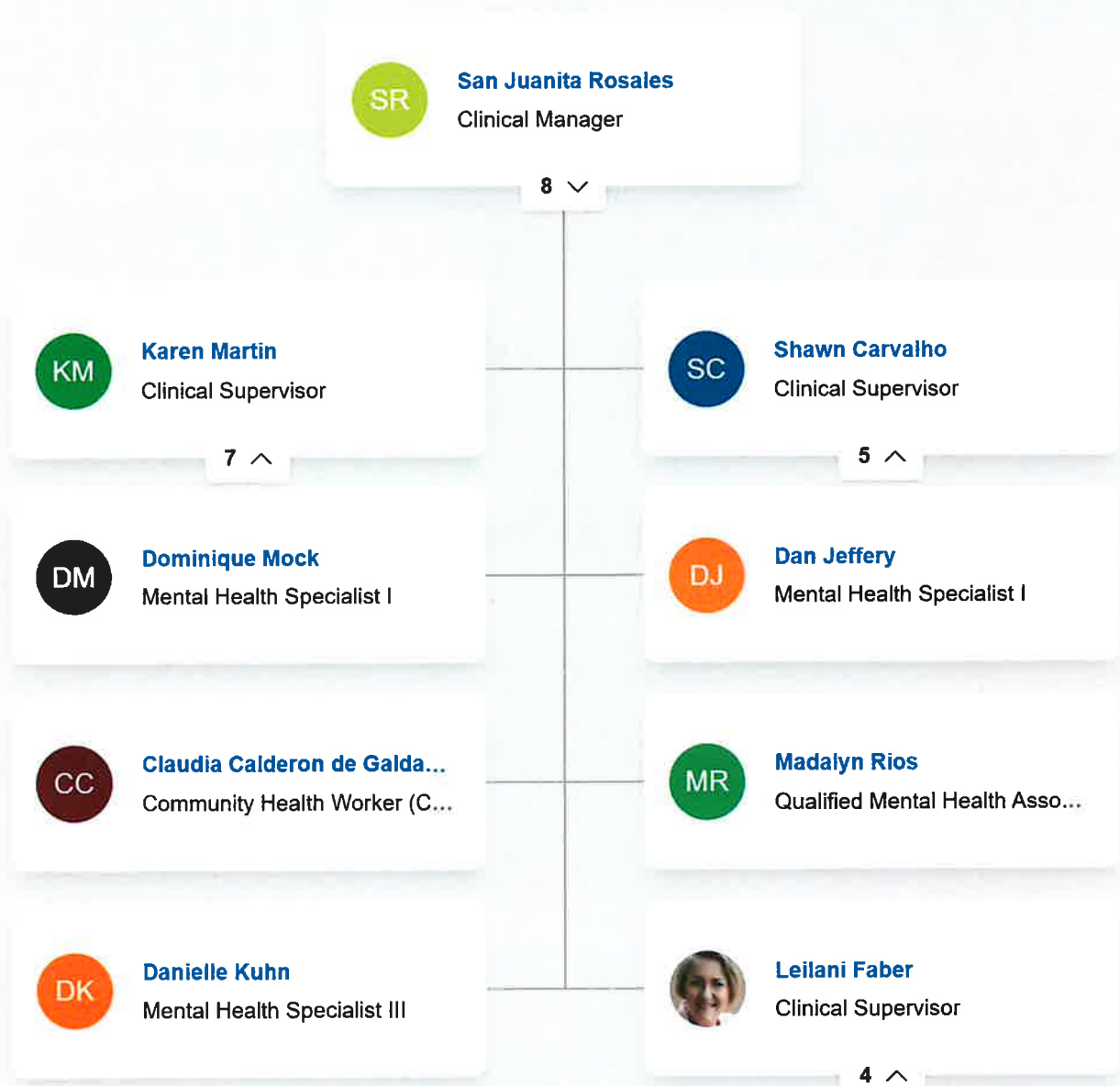


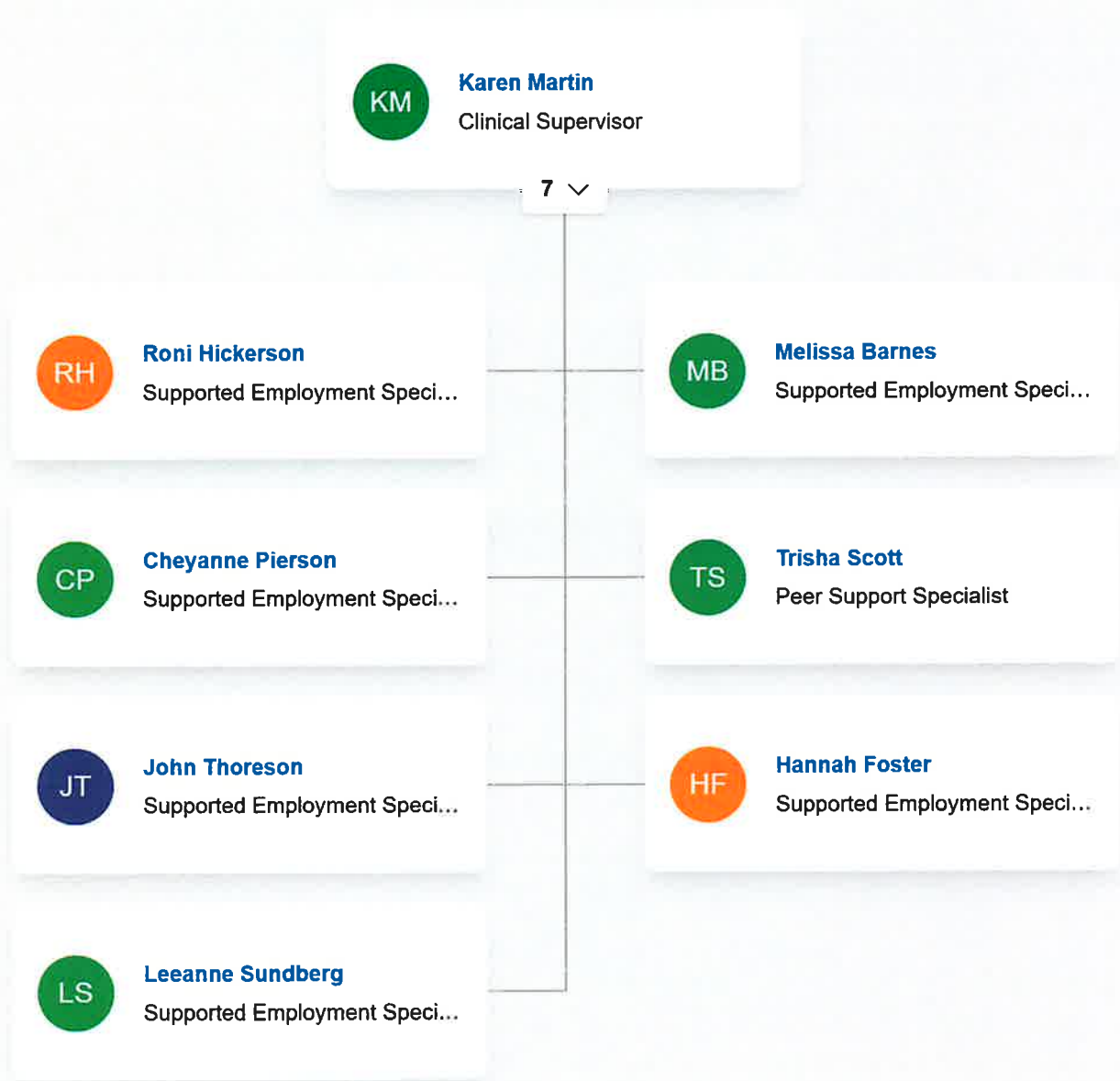


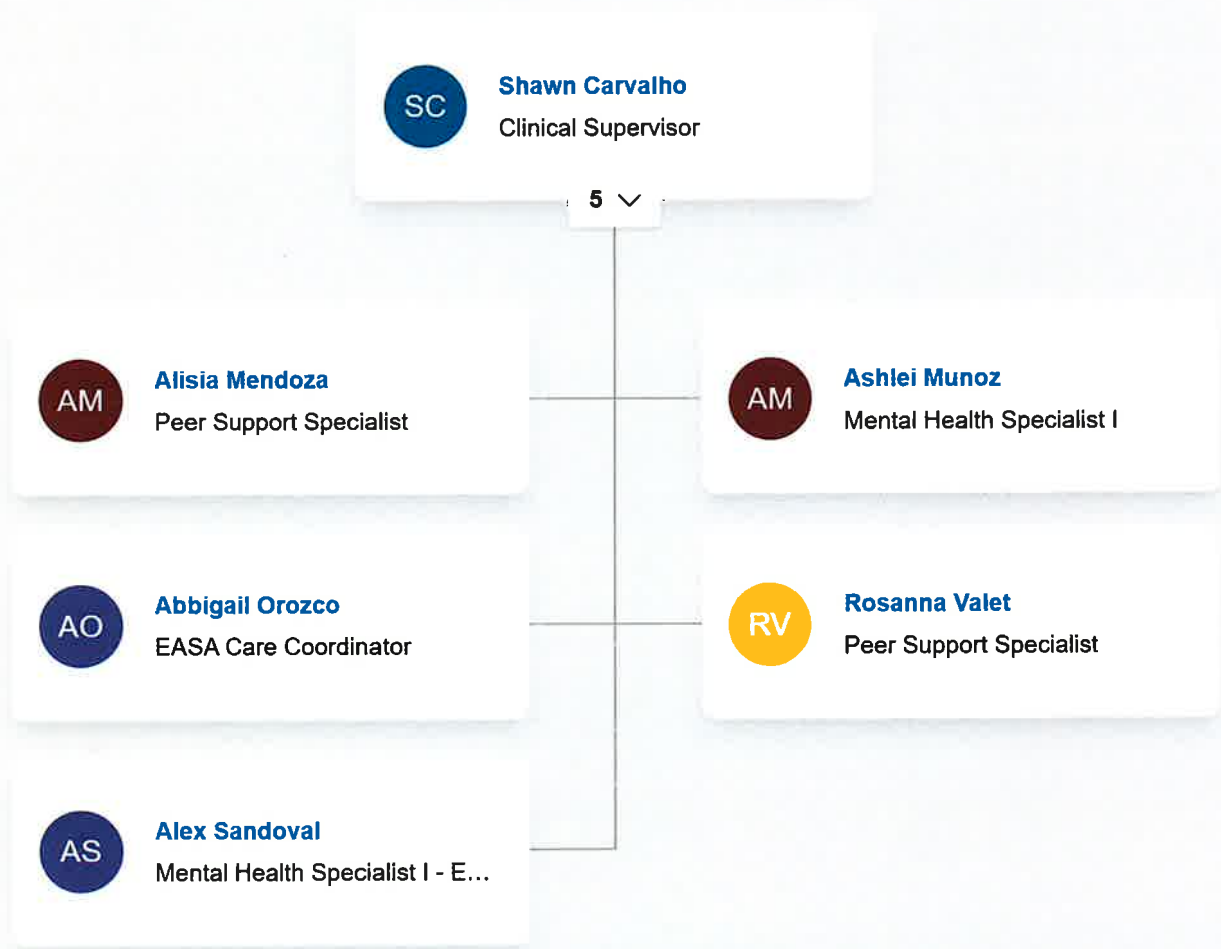


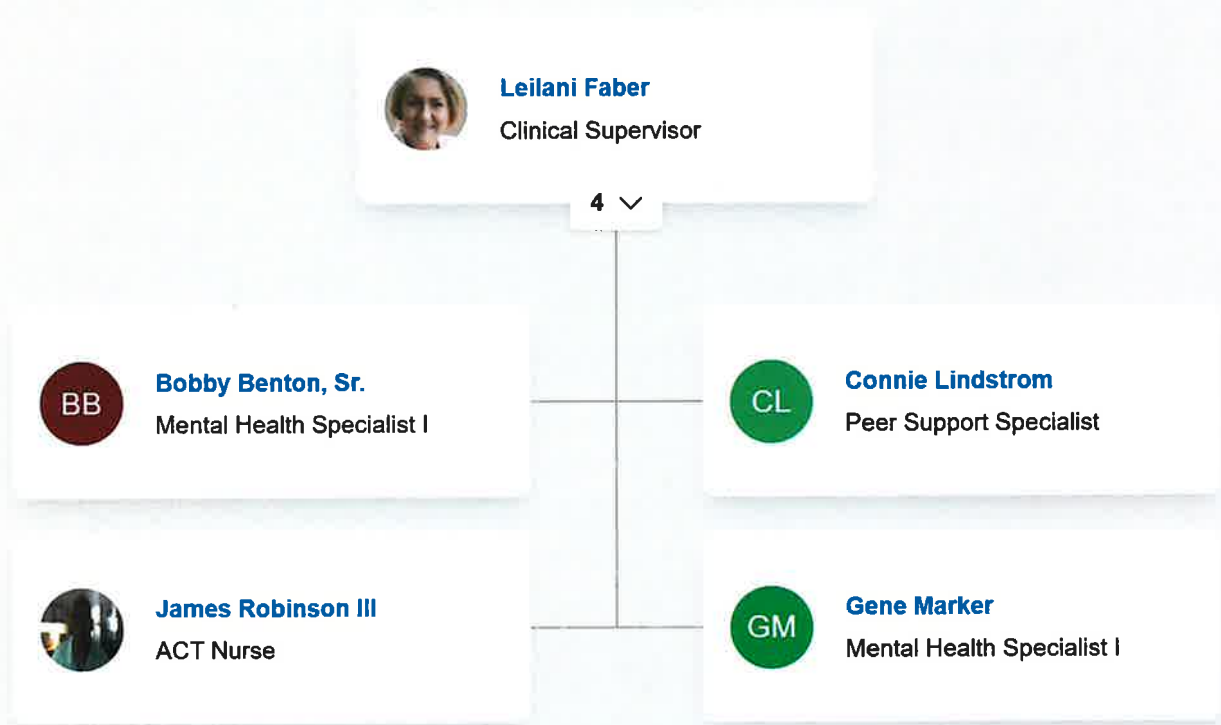














Christine Gray

Human Resources Director

3 ▾



Becky Cherry

Human Resources Recruiting...



Hanna Rinehart

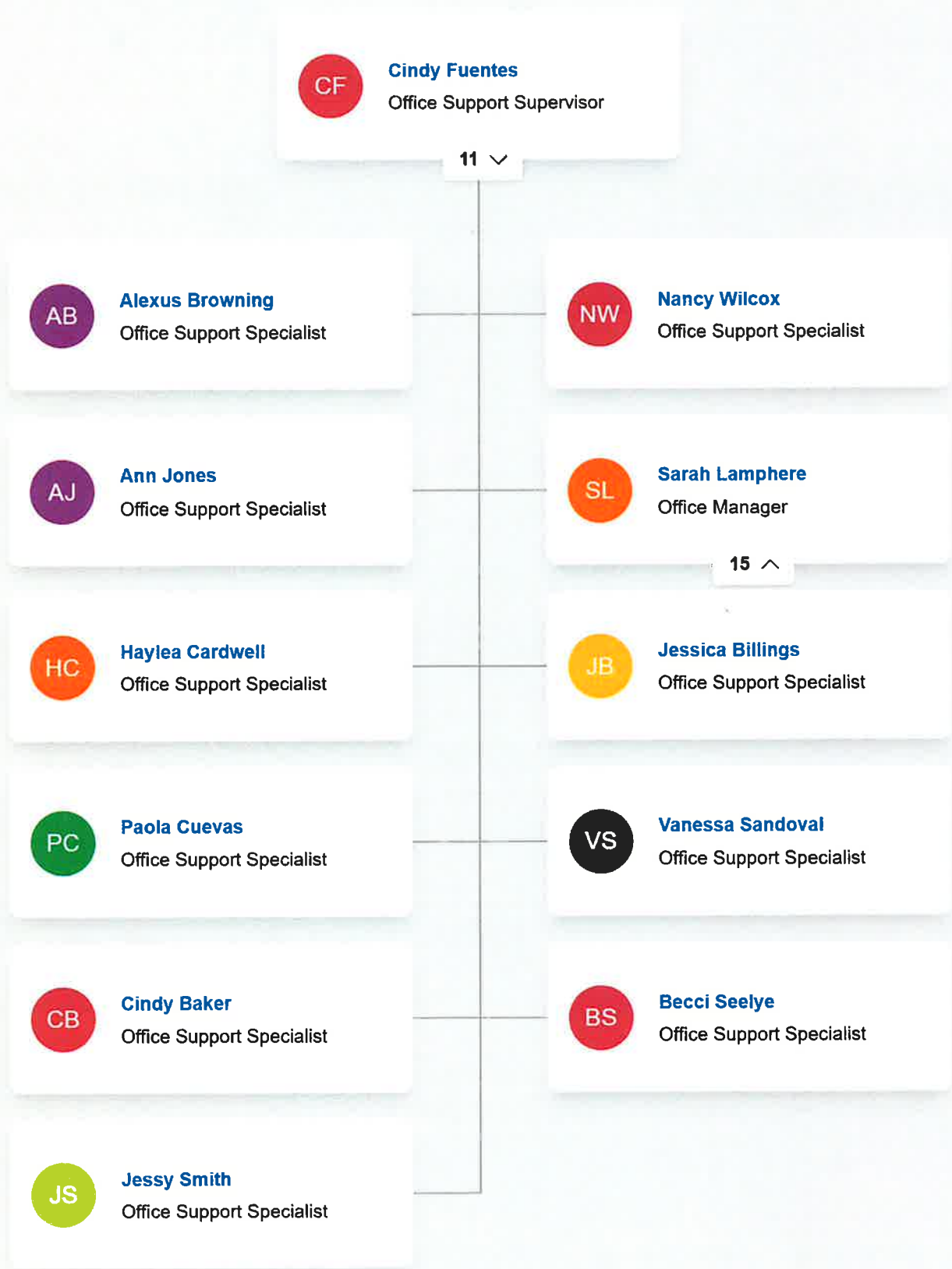
Human Resources Payroll Clerk

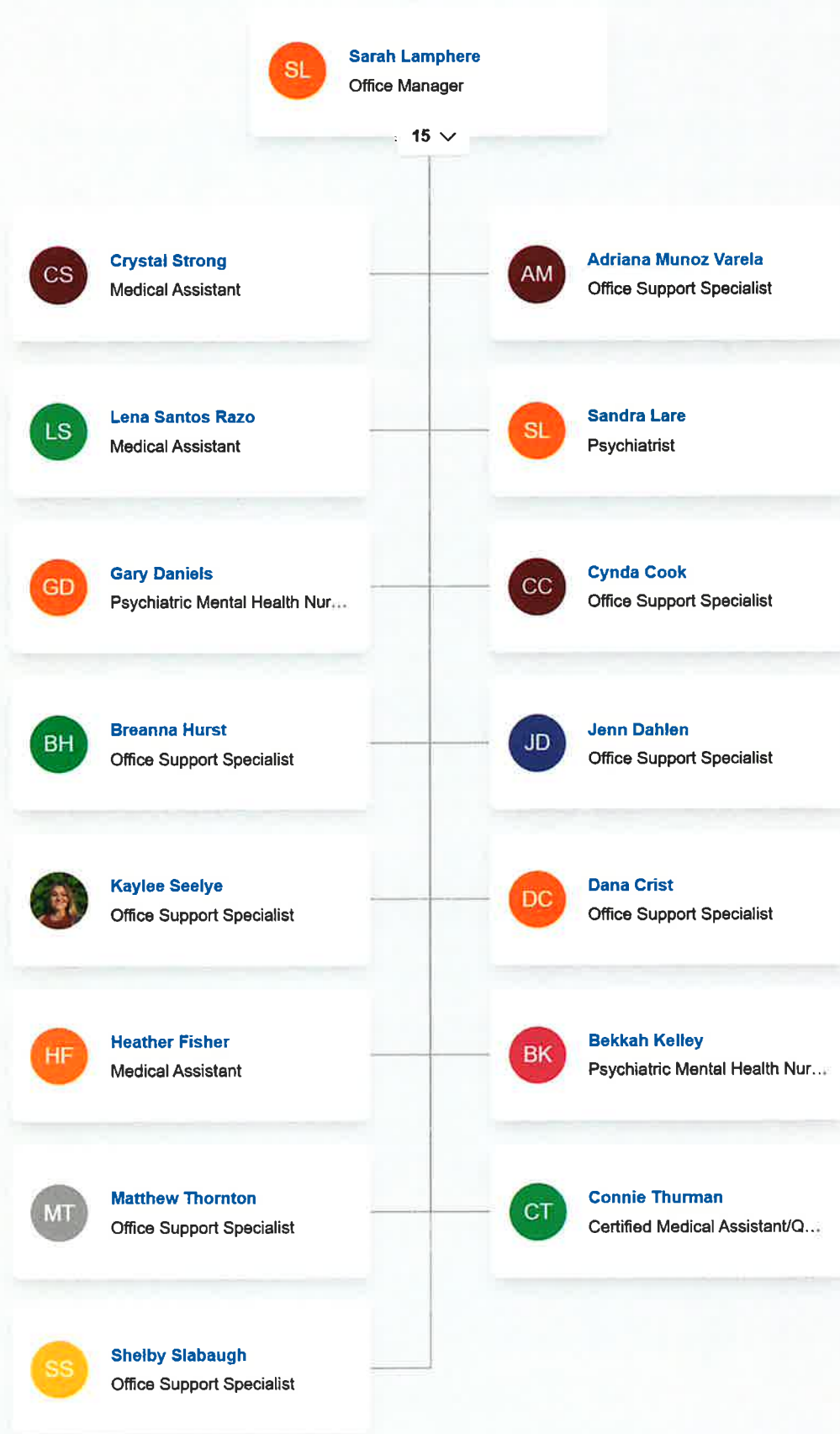


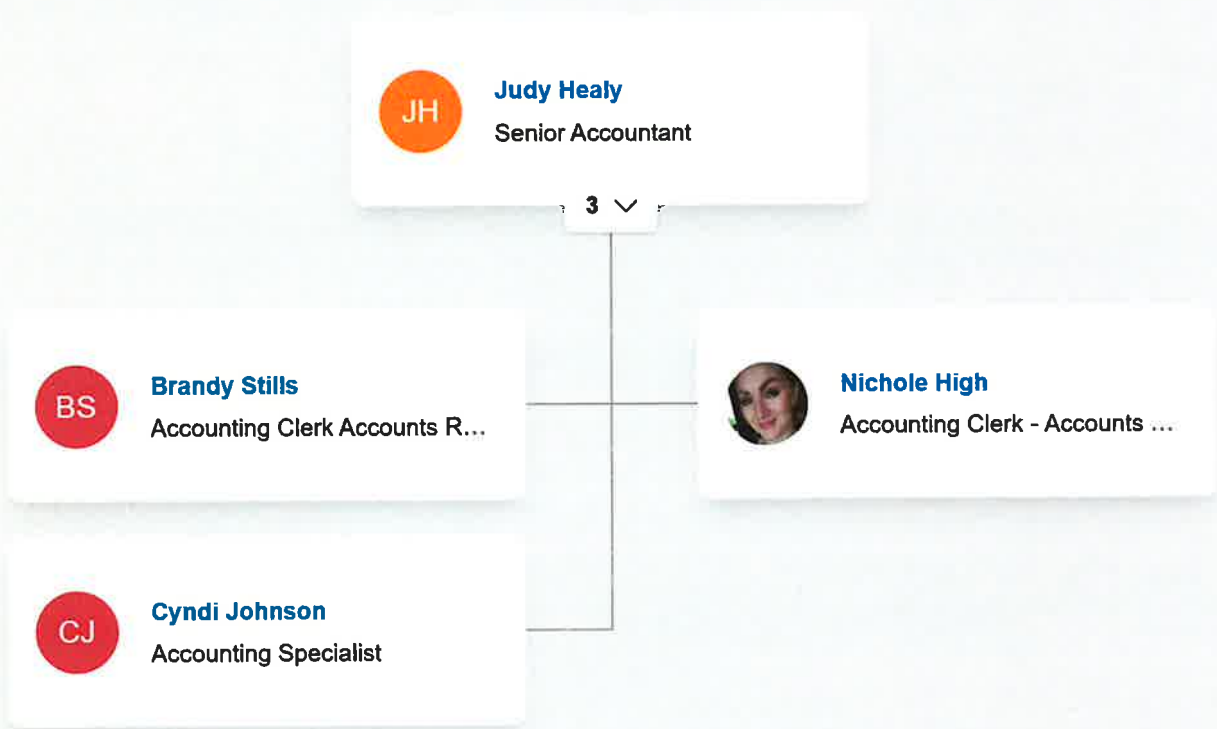
Jasmine Collin

Human Resources Assistant











Teresa O'halloran
FGP SCP Program Director

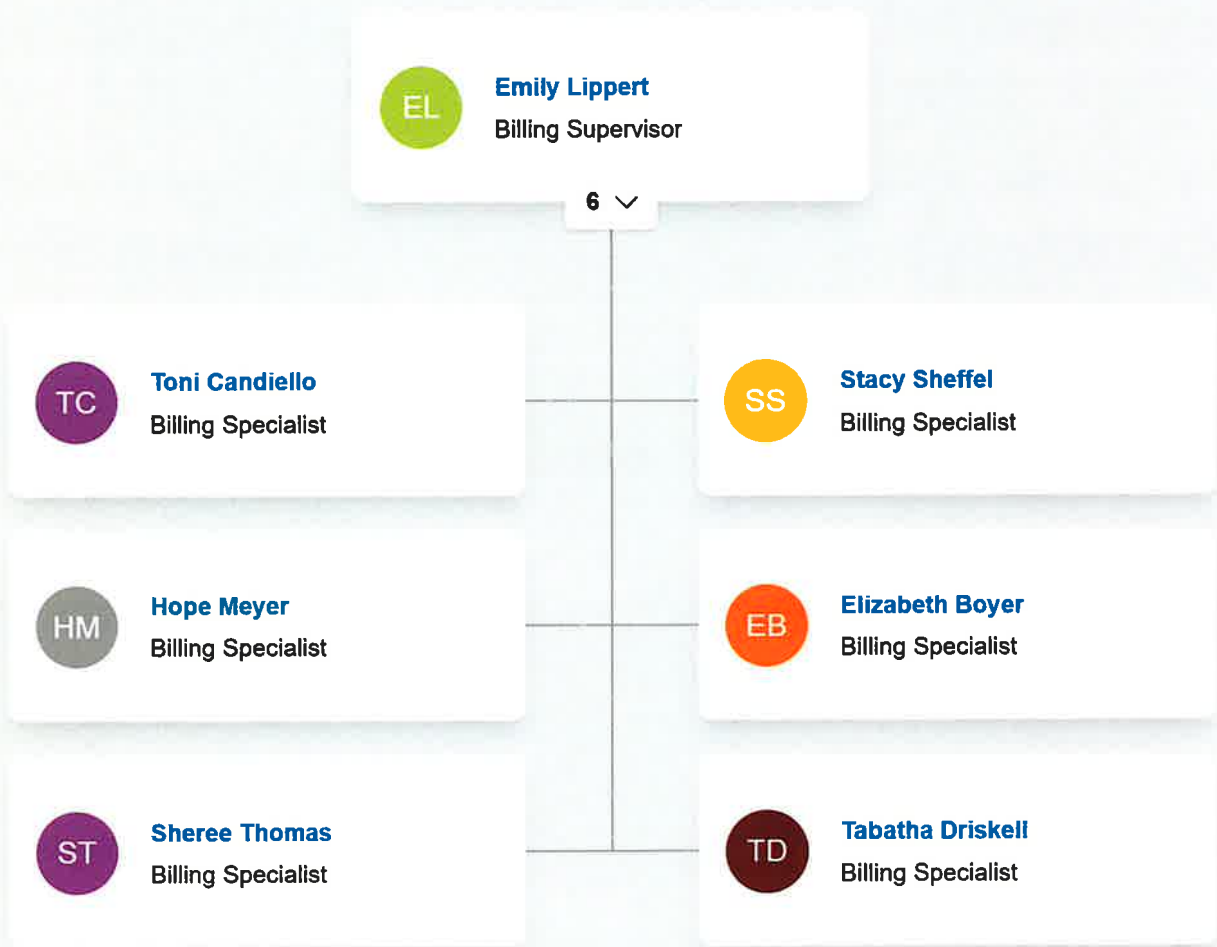
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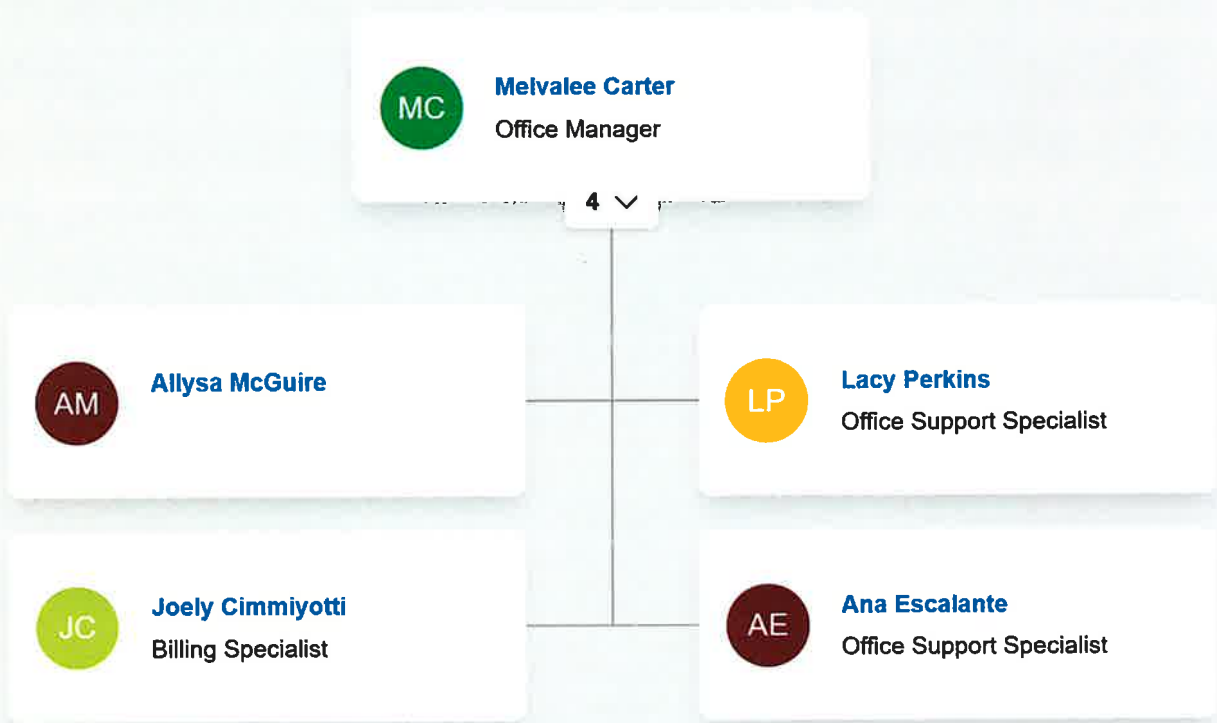


Kay Davis
Office Support Specialist



Robert Burdett
FGP SCP Office Assistant





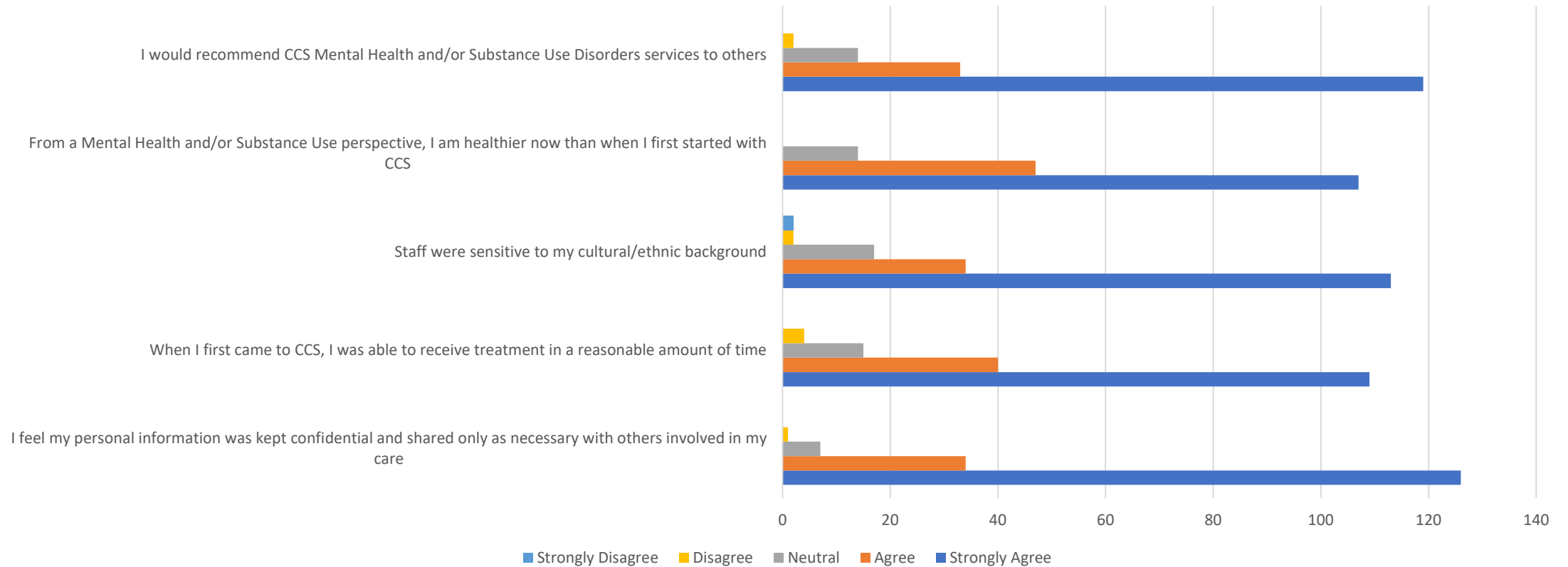
Community Counseling Solutions



Changing Lives

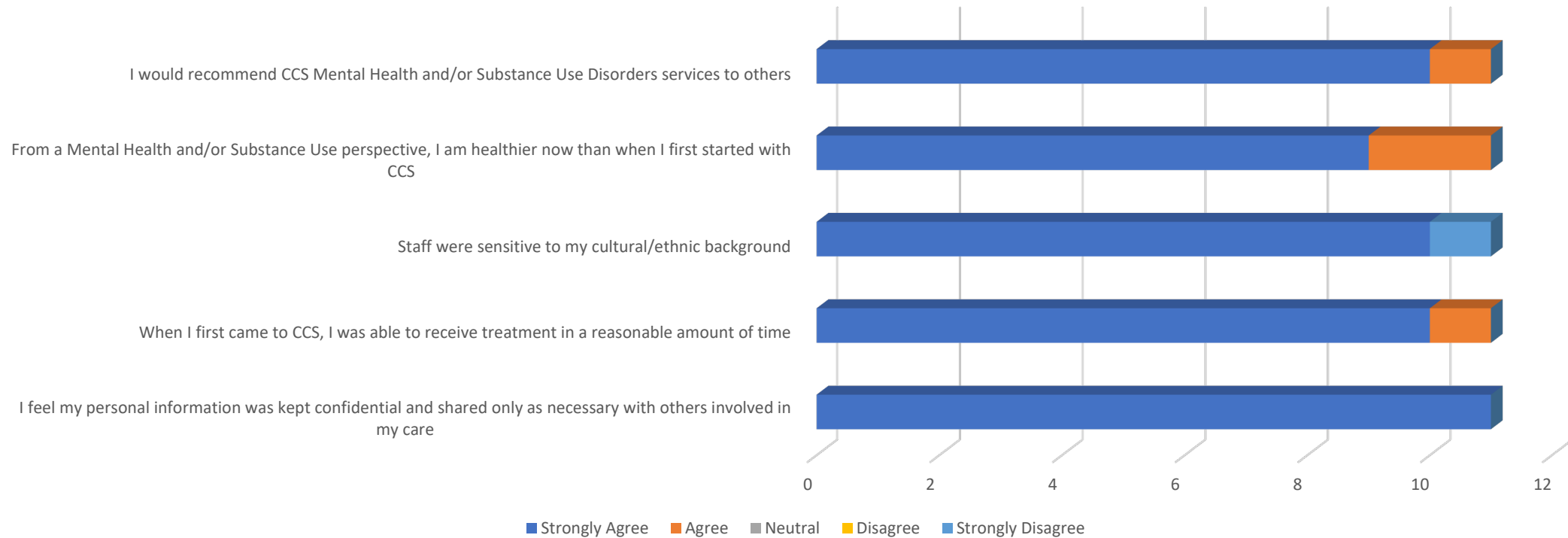
Agency Combined Consumer Survey Results

Agency Combined



Gilliam County

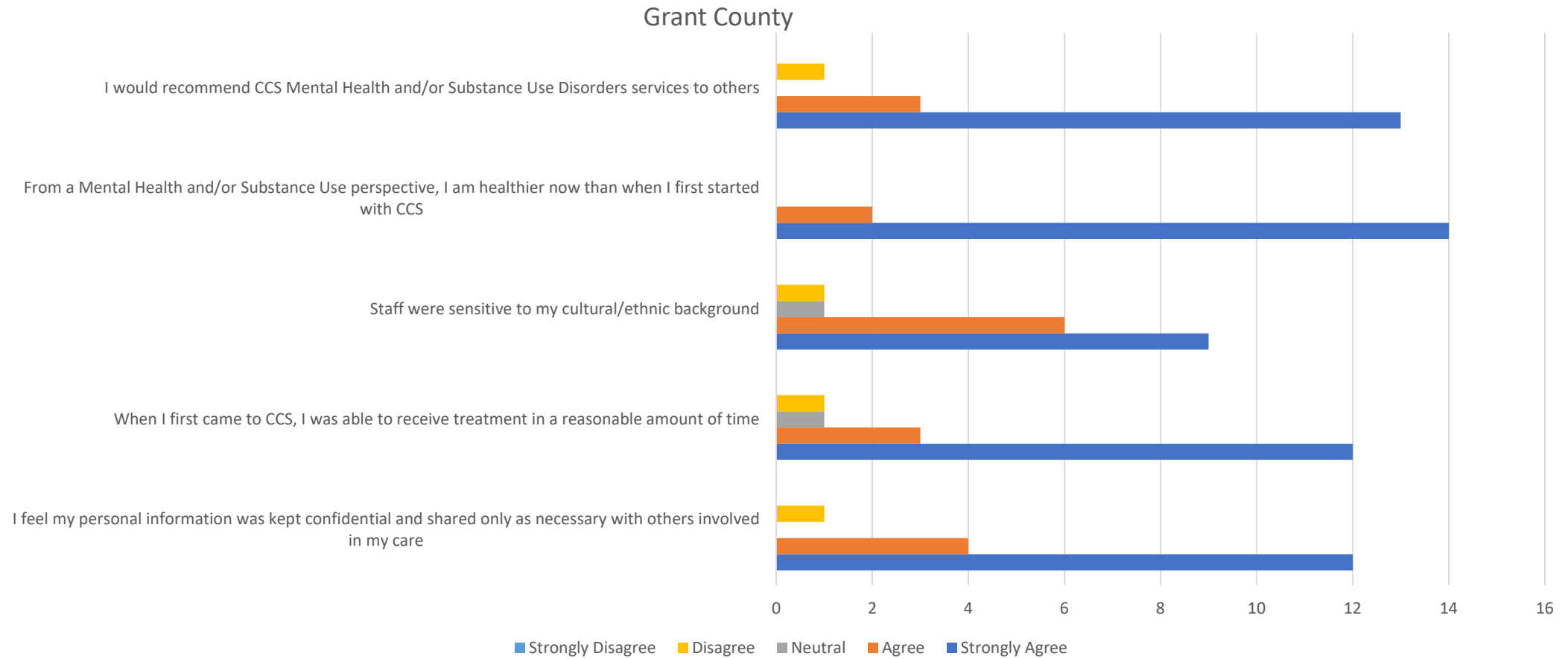
Gilliam County



Gilliam County Comments

- “CCS has vastly improved since I first started 5 years ago”
- “Damon is so easy to talk to. Also friendly and comforting”

Grant County

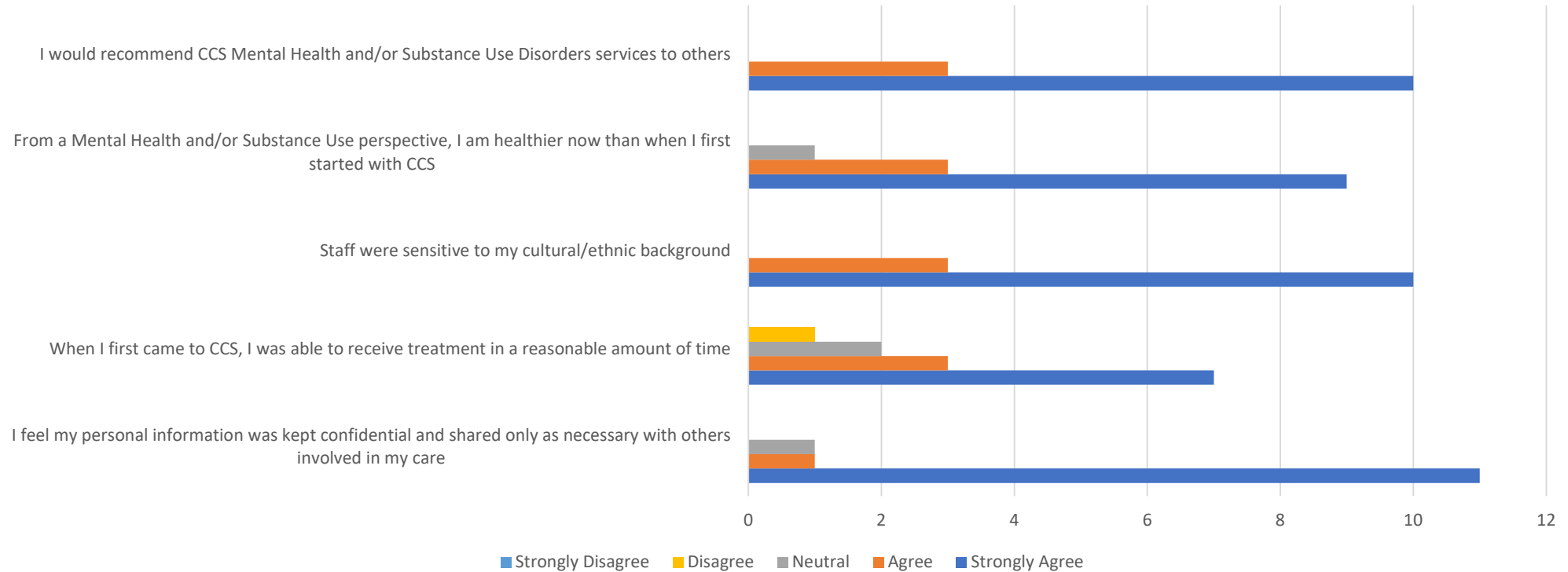


Grant County Comments

- “Appreciative of the kindness”
- “They are amazing”
- “I receive great service, even from those that are not my primary counselors”
- “The staff at CCS is very understanding. Time is managed excellently. Always smiling and a wonderful environment.”
- “Everyone is absolutely amazing, especially Jessy up front.”
- “ I have been coming here for 20 years, they have helped me tremendously.”

Morrow County

Morrow County

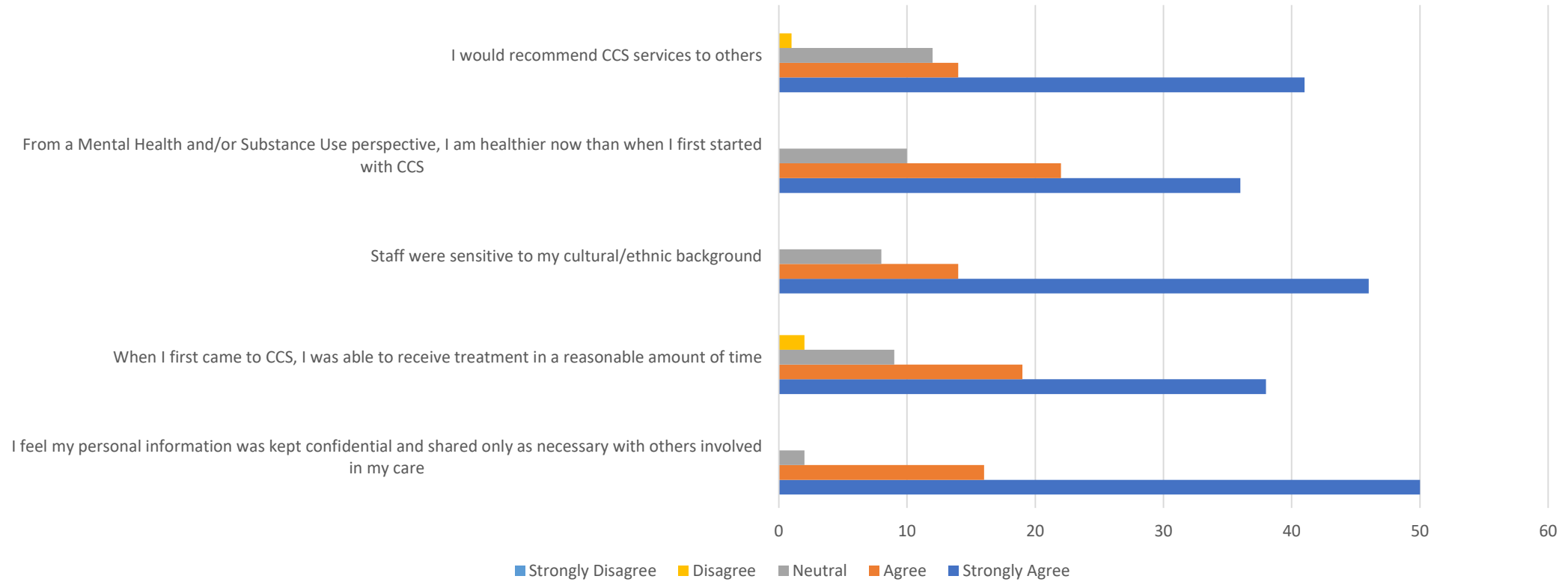


Morrow County Comments

- “I am thankful for the help I have gotten.”
- “CCS has been very helpful.”
- “I am very satisfied.”
- “CCS is great!”
- “ Olivia is awesome. Thank you!”
- “The staff is very patient and kind.”

Umatilla Count Mental Health

Umatilla County MH



Umatilla County Mental Health Comments

- “Amazing people and I love how positive and supportive everyone is.”
- “They are awesome.”
- “Being friendly with others.”
- “ I do recommend.”
- “ I am grateful and the counselor listens to me.”
- “Even though I was able to find job placement, the cost of the taxi was more than I would have made working.”
- Joe Fleck is the best. Also the girls up front.”

Umatilla County Mental Health Comments continued

- “That God is faithful.”
- “Love, love the staff.”
- “Some staff are out a lot and I feel that isn’t helpful to my needs.”
- “While the transition from Lifeways to CCS was rough, especially the wait times to get appointments, I appreciate how caring, attentive, and thorough the CCS staff have been”
- “The front office and wraparound teams are the strengths of your agency from my perspective. They are polite and professional. They are born problem solvers.”

Umatilla County Mental Health Comments continued

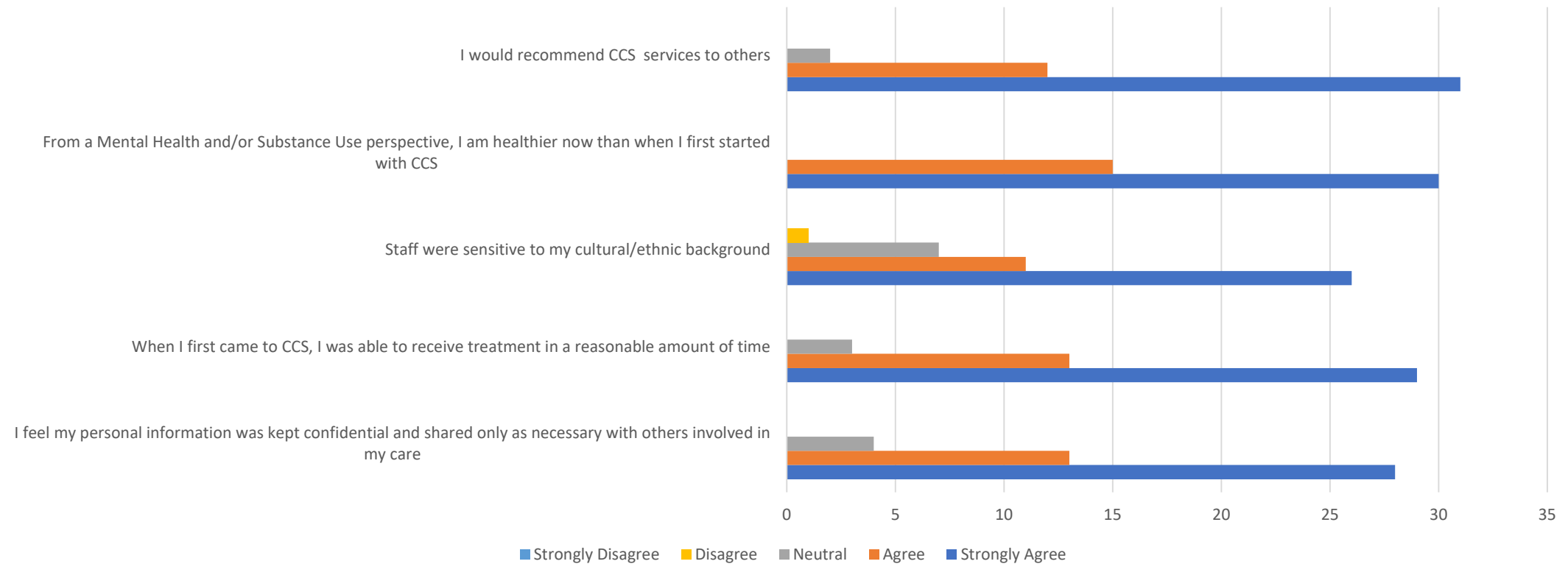
- “I am happy wit the help I get, but grateful to talk to someone nice and understanding.”
- “I love the new pharmacy service Genoa. It has been a lifesaver in my household. And it’s really nice how personable the staff here are. They really care.”
- “Need faster times in with the therapist.”
- “I would recommend this to anyone. They have helped me is so many ways.”
- “Pendleton office reigns supreme.”

Umatilla County Mental Health Comments continued

- “Joe Fleck is the best counselor & the front desk crew is amazing with all they deal with daily.”
- “I like the counselors are learning new therapies.”

Umatilla County Chemical Dependency

Umatilla County CD



Umatilla County Chemical Dependency Comments

- “Thank you, Tim, Caryn, Rebal, Roxanne, Randy & Tabitha. You have all made a change in me for the good.”
- “CCS has been very helpful in my recovery.”
- Great services, but I feel they could have more availability for appointments etc.”
- “y’all cool.”
- “ I like the all-around services, mental health and addictions.”
- “ I felt very comfortable sharing.”
- “ Staff takes time to meet and exceed my expectations.”

Umatilla County Chemical Dependency Comments

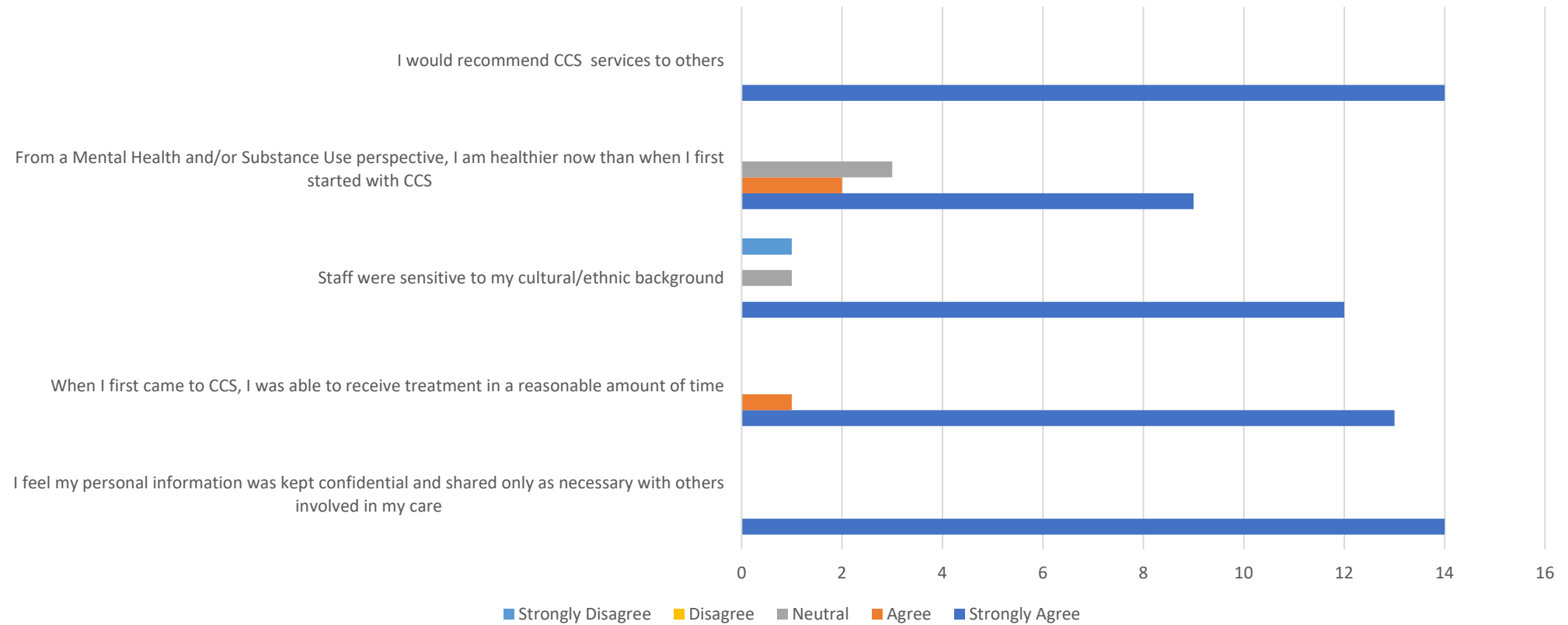
- “The staff at CCS are always incredibly friendly and always seem to have my best interests at heart.”
- “ Staff is very caring and the group facilitators/counselors well informed and trained. Groups are very informative and helpful.”
- “ It was hard at first, but I am happy with how much all the classes have helped me get better.”
- “I love CCS. They’re great.”
- “I think it is a great program for those in need.”
- “The comfortability you experience when you begin group is second to none.”

Umatilla County Chemical Dependency Comments

- “I have learned a lot so far and plan to learn more. I don’t like the idea that what I share with my counselors can be used against me with my parole officer.”

Wheeler County

Wheeler County



Wheeler County Comments

- “I am really thankful for the great people at CCS who help me and work with me. I am truly blessed, Thank you!””
- I love Shannon Hill. Not only do I feel she’s my counselor, but also my friend.”
- “Shannon Hill is amazing. My life has changed because of Shannon. I would recommend Shannon.”

**PROVIDING DYNAMIC, PROGRESSIVE AND
DIVERSE SUPPORTS TO IMPROVE THE WELL-BEING OF OUR COMMUNITIES.**

Director's Corner

Which is better, Jif or Skippy? Just asking the question has already elicited a strong reaction from many. If we were all in the same (large) room, my guess 😊 is a fierce debate would ensue. Hopefully relationships would still be in tact...

According to sales, Jif is the preferred product of choice. But that has not always been the case. Skippy entered the market in 1933. Jif didn't enter the scene until 1958. Skippy led sales by a wide margin until 1977 when Jif sales began to steadily increase, so much so that by 1980, JIF was the leading brand. You might guess that one changed their recipe or ingredients. You would be wrong. The single reason for the increase in sales was a brilliant marketing commercial. Some of you may remember the phrase from the JIF commercial that went: "Choosy mothers choose JIF". The slogan completely inferred that you were not a good mother if you did not choose Jif. And just like that, those four words changed the sales trajectory of Jif, catapulting it to the top of both domestic and global markets where it remains today. The good news is that Jif is a good product. The bad news is that sometimes in advertising, a good ad does not guarantee a good product or service.



CCS engages in advertising, daily. We have Facebook and Instagram pages promoting our services, ads in newspapers and on billboards, brochures and flyers throughout the state, a website, radio ads, swag with our logo, etc. And you as employees advertise our work. In fact, I would say that you are the best and most visible advertisers of the work we do.

At times, this may make you weary. We are approached at the grocery store, by our family, neighbors, at school functions and so on about how to best help someone. Though sometimes after hours, sometimes with your own family, sometimes at the most inopportune moments, time and again I have seen employees stop what they are doing to provide compassionate support and recommendations. I also see employees working hard to improve the services and ensure that the services we are providing are the best. The thoughtful questions, attendance at trainings, requests for system improvements, research on topics, and desire to be great are what sets CCS apart.

I have seen employees promote our agency tirelessly, both in word and in deed. For this, from the bottom of my heart and the top of my lungs sending a loud shout to everyone for all you do to ensure that CCS a great place to work and services are top notch. Our slogan is just two words. "Changing Lives". I believe that we are doing that all day, every day.

If you've made it this far, take a moment and tell us which side of the coin you land on:

https://www.surveymonkey.com/r/Jif_or_Skippy

~Kimberly

P.S.

Of late I have added a few more tasks to my to do list. This is a photo me vaccinating pregnant ewes. Hope this brings a chuckle. I only stuck myself one time!



EMPLOYEE SPOTLIGHT!

- **Briefly describe your job?** I am the Zero Suicide Coordinator. This is a new position for me, and I am learning so much and have found that the mental health community is very expansive and so helpful. Most important in my position is to help make conversations regarding suicide a more normal and healthier event. I am helping to coordinate all efforts for reaching the goal of Zero Suicide here at CCS. If you have any questions regarding Zero Suicide, please reach out to me or email zerosuicide@ccsemail.org.
- **What is something you are afraid of?** Snakes, I mean who likes snakes? Just kidding, I know there are people that like them, but not me.
- **Any fun/random facts you would like to share?** I was a helicopter flight engineer and was shot down a couple of times in Afghanistan. Yes, it was scary, but the first time I was shot down we had parts flown in to fix the helicopter and fly it home. The very cool part was that we fixed the bullet holes in the rotor blades with duct tape. Always carry duct tape with you!
- **Where would you like to travel to?** During my time in the military I was able to travel to lots of countries in Southeast Asia and the Middle East, as well as a couple years in Afghanistan. We got to travel to India when we adopted our son and I have been to a couple Central American Countries on mission trips. My wife and I both really want to go to Ireland, but for me the one place I want to travel is to Madagascar.

Tim Handforth
Zero Suicide
Coordinator



EMPLOYEE SUPPORT PROGRAM

esp@ccsemail.org

As part of CCS's Zero Suicide Initiative the team developed the Employee Support Program as a resource for employees going through difficult or stressful times who might benefit from a check-in offering support and/or resources.

Simply send an email to esp@ccsemail.org with the employee's name and pertinent information and the ESP members will coordinate the appropriate outreach within the agency to support the employee.

[NOTE: This is a separate program from the Employee Assistance Program (EAP) and is not counseling.]

Tiny SURVIVAL GUIDE

THE TRAUMA STEWARDSHIP INSTITUTE'S

PROTECT YOUR MORNINGS
 [or whenever you wake up]
 less cortisol, more intentionality.



GO OUTSIDE
 [or look outside]
 perspective, context +
 something larger than this.



BE ACTIVE
 [avoid stagnation]
 in body, mind, spirit.

CULTIVATE RELATIONSHIPS
 those that are edifying + healthy.

NURTURE GRATITUDE
 what is one thing, right now,
 that is going well?



DETOX
 if navigating addictions,
 be wise + safe
 limit news + social media.

SPEND TIME WITH ANIMALS
 ↓ stress hormones, ↑ comfort.



METABOLIZE ALL YOU ARE EXPERIENCING
 re-regulate your nervous
 system.



SIMPLIFY



[less is more]
 be aware of decision
 fatigue + cognitive overload.

ADMIRE ART
 the gift of feeling transported.



LAUGH
 pure humor = a sustaining force.

**FOSTER HUMILITY
 & EXTEND GRACE**

self-righteousness
 + hubris = unhelpful.



SLEEP
 to cleanse + repair brain + body.

CLARIFY INTENTIONS
 how can i refrain from causing harm,
 how can i contribute meaningfully?

BE REALISTIC + COMPASSIONATE

[with yourself]
 be mindful of the quality of your
 presence. it means so much
 to others.



THE BOOK NOOK: WHY WE SLEEP

AUTHOR: MATTHEW WALKER

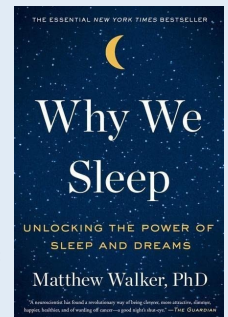
REVIEWER: KARA PATTINSON

Did you know when birds are lined up on a wire sleeping the birds on both ends have brains that are only half asleep corresponding to the half of their brain controlling the bird's interior eye leaving the eye on the outside available to monitor the environment? And then the birds on both ends switch sides to allow the other half of their brains to sleep. What?

I learned this in a fascinating book recommended by our own Sarah Brown. This book sounds like it might cure insomnia, but actually it is an interesting look at the importance of sleep and a discussion of what we know about sleep. Sarah was intrigued by a discussion of how alcohol and nicotine effect sleep...surprise, not well it turns out. I was interested in the earlier part of the book in which the author leads you down a path towards his theory that sleep might be more important than wakefulness. He was so convincing in his argument that I tended to agree with him. All mammals sleep. Why would that be if it weren't vital? And when you sleep you are incredibly vulnerable, not eating, not procreating, and not defending your genetic pool. There has to be a pay off. We know relatively little about this full third of our lives.

Sleep is broken up into distinct stages, but primarily NREM and REM. We cycle back and forth between these stages in a predictable way and the impact of disrupting this pattern is also predictable. NREM is characterized by deep, slow brainwaves. Our cortex is relaxed during this stage and the brain is thought to be readying itself for the transfer of information from your day. During REM sleep the brainwaves change, appear similar to wakefulness, and you dream. NREM is thought to store the information and REM to consolidate and make it meaningful by making connections between thoughts, feelings and events. During REM we solve problems and develop insights that weren't apparent while we were awake. The author provides evidence for how disruption of these stages via things like national time changes, teenagers with earlier than appropriate school start times, and the use of alcohol or sleep medications leads to poor memory consolidation, less stability emotionally, poorer physical health, automobile accidents and some specific disease states.

The author concludes with a discussion of how to improve your sleep. There is not a lot of new suggestions outside of what many of us know as part of good sleep hygiene recommendations. And because this book is so engrossing, it won't put you to sleep either.



Supported Employment Success Story



A Supported Employment client started in the program with high anxiety and depression. The client was in a financially abusive situation, had been couch surfing, and struggled to support themselves. While with Supported Employment, the client became employed and has been consistent with that job. The client is moving into their very first apartment on their own. They are working with SE and VR to start schooling in computer science, so they can achieve their dream career of being a work from home IT customer support specialist. The client has learned to manage their anxiety while at work and find meaning in helping the customers. The client overcame numerous hardships from learning to count money to working with upset customers, and has learned to focus on positive work interactions. The SE team is proud of how far this client has come in their employment journey.



KUDOS & ACCOMPLISHMENTS

- ◆ Congratulations to Jennifer Campbell for completing her Masters of Science in Psychology with a concentration in child and adolescent development! ~ *Kristie Bingaman*
- ◆ Shout out to Mike Snyder for working hard to save the agency money with some of our new projects. CCS appreciates Mike's financial savviness when making decisions. ~ *Matt Bergstrom*
- ◆ Shout out to Jash Rolfe and Nate Kennedy for the work they have done throughout the agency. They have been tackling some long overdue projects and made some great improvements at many of our locations. ~ *Matt Bergstrom*
- ◆ Shout out to Hal Kirkland for stepping up and helping out with some mental health assessments for other programs! ~ *Matt Bergstrom*
- ◆ Shout out to Jayme Pettibone, Brandy Quezada-Hermosilla and all staff at Columbia River Ranch for supporting our residents during the challenging times over the last month! ~ *Matt Bergstrom*
- ◆ Shout out to those individuals that have helped with crisis response debriefs, unfortunately they have been very busy over the last year. We thank them for all the amazing work they do. Your support not only for our staff, but our communities is more appreciated than you may ever know. ~ *Matt Bergstrom*
- ◆ Shout out to the billing team for all of their hard work during the transition. ~ *Emily Lippert*

Celebrating School Counselors

Any day is a great day to celebrate school counselors, but the week of February 6, 2023 is National School Counselor Week. I would like to take the opportunity to recognize the amazing school counselors we have here at CCS. The school-based team has grown over the last year when the agency added Umatilla Co.

Jennifer Slippy works for Athena Weston School District as a mental health counselor within the schools. She is excited about building this collaboration as this is the first year AWSD has had a full-time counselor. She is a positive and energetic light within the schools and is working hard building rapport with students and staff.

Rikki Griffin is a school-based counselor within a school-based health center and is based out of Pendleton High School, and middle school. She has a positive attitude and energy about her. She is working on starting therapy groups within the schools, as well as providing groups for clients who may not meet a mental health diagnosis but need support.

Katie Hams is the school-based counselor working in the Condon School District at the elementary and high school. Katie has been in that role since 2015 and continues to have a strong relationship with students and staff. Katie provides prevention, education and outreach to students in the way of classroom lessons and individual sessions. She can be seen helping out in whatever other ways the school asks. Katie is a very hard worker and her biggest asset is her kind and caring nature.

Sammi Lane works in the Arlington Schools, both elementary and high school, as the school counselor. This is her second year in that position. She quickly built trust there and works hard seeing students and providing classroom lessons. She works with the leadership team at the school to identify and address needs. Sammi is full of energy and CCS and the schools are lucky to have her.

Sara Jane Moore has been the counselor at the Grant/Union School Based Health Center since 2015. She works as a team with the medical provider at the SBHC to provide holistic care to students. Sara Jane does assessments and individual therapy for students at both G/U School and Humbolt Elementary. Sara Jane is a great school counselor!

Sarah Welton works at three different schools in Grant Co.-Prairie City, Monument and Dayville. She's in her second year as a school counselor for CCS. Sometimes referred to as the "traveling counselor" Sarah has a wide variety of skills, especially in play therapy. She brings creativity and fun to her days at the schools and her energy is endless.



Celebrating School Counselors continued

Brooke Ansotegui started at the Lone School Based Health Center just this year. She has already bridged a gap between the Lone School/community and CCS and once she's back from maternity leave, she will have a full schedule! This is Brooke's second stint working for CCS and we are so lucky to have her back and on the school team!

Amy George works in the Heppner Schools. Amy connects quickly and easily with any kid and is a comforting and reassuring presence. Amy has helped to establish a fund at the Heppner Schools called "Students Without Limits Fund." This fund specifically helped provide Christmas presents this year for 11 students at the Heppner Schools. She even got to do the shopping and wrapping! We don't know where we'd be without Amy!

Saige Moore works in the Sam Boardman Elementary School. Saige is great at connecting with young students and helps them successfully process through big emotions. Saige also continues to work during the summer months, so has been a huge help to the outpatient office doing assessments and seeing individuals, as well as crisis work. Saige is always willing to help anyone out.

Kahriisa Pratt works at the Riverside Jr/Sr HS in Boardman. She is awesome at managing everything that is thrown her way and has an amazing ability to connect with teens. Kahriisa continues to work hard to maintain the strong relationship between CCS and Morrow Co School District. It's not uncommon to see her attending after school events.

Samantha Aldrich works at the Irrigon Jr/Sr HS. She handles everything from small issues to big. She always remains calm under pressure and has been integral in establishing a good relationship between CCS and Irrigon Jr/Sr HS. Sam is almost a pro at doing risk assessments and can also be seen at after school events to make sure when students ask she can say, "Yes, I saw your game last night."

Baylea Luna is just now starting in the position of school counselor for AC Houghton and Irrigon Elementary schools. Even though she's new to that position, it's already evident that she's great at building rapport, has an eye for detail and is very organized. We are excited to have her on the team!

Rebecca Moore works part time as the school counselor at Windy River Elementary in Boardman. Rebecca advocated to get EMDR trained to address the trauma in the high needs students at her school. She works really hard to meet the needs of the students while also working part time as the supervisor for the other school counselors in Morrow Co. She also has continued to promote the strong relationship CCS has with MCSD.

~Lisa Helms

OPEN CCS POSITIONS

- Mental Health Specialist, Pendleton
- Housing Assistance Peer Support Specialist, John Day
- Housing Assistance Peer Support Specialist, BHRN, Boardman
- Clinical Supervisor, Lakeview Heights
- Clinical Supervisor, Juniper Ridge
- Supported Employment Specialist—BHRN, Morrow County
- Psychiatric Mental Health Nurse Practitioner, Hermiston
- Mental Health Specialist III-Jail Diversion, Pendleton
- Peer Support Specialist, Fossil
- Crisis Recovery Mentor Peer Support Specialist, Umatilla County
- Housing Assistance Program Coordinator, Boardman
- Residential Associate, Pendleton (New Roads)
- Residential Peer Support Specialist, Heppner
- Residential Associate (on call) Pendleton, New Roads
- Human Resources Assistant, Heppner
- Office Support Specialist, Pendleton A&D
- DD Program Supervisor, John Day
- Mental Health Specialist I –ACT Coordinator/ ENCC/WRAP Coordinator
- Mental Health Specialist I, Hermiston
- Mental Health Specialist III, John Day
- Law Enforcement Liaison, location TBD
- Clinical Supervisor (3 positions available), Hermiston & Pendleton
- Residential Associate (on-call), Lakeview Heights
- Residential Associate (on-call), Columbia River Ranch
- Alcohol and Drug Counselor I, Milton Freewater
- School Based Counselor—MHS III, Pendleton
- Impacts Program Supervisor, Morrow & Umatilla Counties
- Residential Clinical Supervisor, Columbia River Ranch
- Residential Associate, Westgate
- Residential Associate, Westgate (on-call)
- Mental Health Specialist IV, Pendleton
- Mental Health Specialist IV, Hermiston
- Jail Nurse, Grant County
- Civil Commitment Abuse Complaint Investigator
- Mental Health Specialist III, Hermiston
- Behavioral Health Resource Network Nurse Practitioner, Medication Assisted Treatment, Morrow, Wheeler, Grant, & Gilliam Counties
- Behavioral Health Resource Network Medication Assisted Treatment Certified Medical Assistant/ QMHA, Morrow, Wheeler, Grant, & Gilliam Counties
- Mental Health Specialist IV, WFH Flexible
- Behavioral Health Resource Network Peer Support Specialist, John Day
- School Based Counselor, Mitchell
- Behavioral Health Resource Network Peer Support Specialist, Condon
- Residential Associate (part time), Juniper Ridge
- Mental Health Specialist III/Early Assessment & Support Alliance Coordinator, Hermiston
- Mental Health Specialist III/Early Assessment & Support Alliance Coordinator, John Day
- Mental Health Specialist III (3 positions), Pendleton
- Mental Health Specialist III, Hermiston
- Mental Health Specialist III, Arlington
- Mental Health Nurse, Lakeview Heights
- Clinical Supervisor/Wraparound Specialist, Hermiston
- Bilingual LCSW Clinical Supervisor
- Behavioral Health Resource Network Peer Delivered Services Supervisor, Morrow & Grant Counties
- Alcohol & Drug Counselor I (CADC), Fossil
- Addictions Clinical Supervisor I, Boardman
- ACT Nurse, Boardman
- Accreditation Coordinator, Grant County Health Department



- ☆ Nancy Wilcox, Office Support Spec, John Day
- ☆ Cheyanne Pierson, Supported Emp Spec, Hermiston
- ☆ Jessica Burger, Warmline Operator
- ☆ Mitchell Moulton, Residential Assoc (RA), Juniper Ridge
- ☆ Pauline Abrego, MHS III, Milton Freewater (MF)
- ☆ Chris Duncan, RA, Salmon Run
- ☆ Kym Mills, Clinical Supervisor, Boardman
- ☆ John Thoreson, Supported Emp Spec, John Day
- ☆ Trevar Berry, BHRN Community Liaison, John Day
- ☆ Marty Boehlke, Peer Support Spec, Fossil
- ☆ Hannah Foster, Supported Emp Spec, Pendleton
- ☆ Marikka Malm, Peer Support Spec, MF
- ☆ Lacey Salinas, QA Coordinator, Remote
- ☆ Alicia Nino Gonzales, Warmline Operator
- ☆ Debbie Peterson, MHS I, Pendleton
- ☆ Marth Thomson, Warmline Operator
- ☆ Leila Germano, Warmline Operator
- ☆ Ann Jones, Office Support Specialist, Heppner
- ☆ Melissa Barnes, BHRN Supported Emp Spec, Pendleton
- ☆ Mychalea Osborn, Certified Medical Assistant, Pdt
- ☆ Kyra Weaver, Housing Assistance Program Coord.
- ☆ Dana Brannon, NP, Umatilla Co MAT
- ☆ Roni Hickerson, Supported Employment Spec, John Day
- ☆ Danielle Gray, Aid & Assist ENCC/Case Mgr
- ☆ Kelly Keith, IT Technician III
- ☆ Kimberly Bergstad, RA, New Roads
- ☆ Melissa Hilding, Crisis Outreach, Pendleton
- ☆ Cami Miller, Jail Diversion Peer Support Spec, Boardman
- ☆ Nate Kennedy, Maintenance Facilities Mgr, Hermiston
- ☆ James Robinson III, ACT Nurse, Pendleton
- ☆ Clayton Ensign, HER Mgr, John Day
- ☆ Jayme Pettibone, Facility Administrator, Columbia River Ranch (CRR)
- ☆ Gracie Garcia, Warmline Supervisor
- ☆ Claudia Calderon de Galdamez, Community Health Worker, Hermiston
- ☆ Ana Escalante, Office Support Spec, Hermiston
- ☆ Jashua Rolfe, Maintenance Tech
- ☆ Kirsten Goodwin, MHS/SUD, Milton Freewater
- ☆ Kelse Landis, MHS III, Pendleton
- ☆ Kelsie Worden, Student Mentor Coord, Heppner
- ☆ Mayahuel Montoya, Warmline Operator
- ☆ Mariah Wright, Peer Support Spec, John Day
- ☆ Jason Robles, QMHA Salmon Run
- ☆ Scotty Hearne, QMHA, New Roads
- ☆ Claudia Guzman, RA, Columbia River Ranch
- ☆ Devan Noblit, QMHA New Roads
- ☆ Leo Leon, QMHA Salmon Run
- ☆ Usero Resendiz, RA, Columbia River Ranch
- ☆ Khaila Dahlberg, On-call RA, New Roads
- ☆ Haley Young, QMHA, Salmon Run
- ☆ Angela Mendoza, RA, Columbia River Ranch
- ☆ Bob McConnell, Assistant Admin, New Roads
- ☆ Brandy Quezada-Hermosilla, Assist Admin, CRR
- ☆ Heather Smidt, Clinical Supervisor, New Roads
- ☆ Karla Valenzuela, On-call RA, CRR
- ☆ Madalyn Rios, QMHA, Columbia River Ranch
- ☆ Claudia Villa Estrella, RA, Columbia River Ranch
- ☆ Mickey Sims, QMHA, Salmon Run
- ☆ Eunice Johnson, MH Nurse, Salmon Run
- ☆ Craig Spears, QMHA, Columbia River Ranch
- ☆ Natalia Rosales, QMHA, Columbia River Ranch
- ☆ Justin Michell, Facility Admin, Salmon Run
- ☆ Kim Locker, QMHA, Salmon Run
- ☆ Nancy Keith, QMHA, Columbia River Ranch
- ☆ Patty Amorosino, MHS III/Crisis, Pendleton
- ☆ Delaina Onate Vasquez, RA, Lakeview Heights
- ☆ Staci Hedman, Billing Spec, Heppner
- ☆ Tim Handforth, Zero Suicide Coordinator, Remote

- ☆ Isabelle Savers, RA, Westgate
- ☆ Aubree Ritch, RA, Westgate
- ☆ Jasmine Collin, HR Assistant, Heppner
- ☆ Caryn Dunn, A&D Counselor, Pendleton
- ☆ Makayla Kelly, MHS I Skills Trainer, Milton Free-water
- ☆ Rikki Griffin, School Based Counselor, Pendleton
- ☆ Mariah Delepierre, MHS Skills Trainer, Pendleton
- ☆ Jenn Slippy, School Based Counselor, Pendleton
- ☆ Amanda Ortega, MHD III, Hermiston

- ☆ Andrea Walker, Warmline Operator
- ☆ Kaylee Seelye, Office Support Spec, Pendleton
- ☆ Kim Bache, Warmline Operator
- ☆ Carley Hibbert, MHS III, Pendleton
- ☆ Teela Kilby, Peer Support Spec, Fossil
- ☆ Brooke Ansotegui, School Based Counselor, Ione
- ☆ Grant Way, RA, Juniper Ridge
- ☆ Maria Hernandez, Warmline Operator
- ☆ AJ Ansotegui, RA, Juniper Ridge
- ☆ Bertha Woods, Warmline Shift Leader, Milwaukie

Have you checked out the company store:
<https://www.mycsstore.com/>

PROBLEM GAMBLING CORNER, CHRIS OLWINE & LANCE HAWKINS

SLOT MACHINE FEATURES & THE BRAIN

Many slot machine features impact your brain, mood and behaviour.

Feature #1: Losses That Look Like Wins

Multi-line slot machines often highlight 'wins' across lines of play, with triumphant sounds and flashing lights: these are signs that you've won!

But have you really?

Imagine you bet \$10. The machine lights up, makes winning sounds, and shows: "YOU WON \$3!"

But, the machines don't highlight your losses.

The Reality...

You have lost \$7.

By presenting winning lights and sounds, it feels like you're on a 'winning streak.'

You may actually be steadily losing money but not realize it.

If the machine made losing buzzer sounds with each loss, you probably would stop gambling sooner.



Feature #2: Near Misses

A 'near miss' occurs when reels show two matching symbols, with a third *almost* lining up at the pay line.

Near misses impact the body and the brain in several ways:

- It feels bad to 'almost' win
- You spin again because it seems like a win is close
- Your brain's reward network 'fires up' as if you had won, even though you lost
- It feels like your chances of winning are improving, so you spin again



The Reality...

wins and losses are already pre-determined by the slot machine's random number generator.

Whether you 'almost won' on the previous spin has no impact on the next spin. Each play is separate and already determined.

Feature #3: The STOP button

Slot machines often have a button that gives you the chance to stop the reels.

Pressing the button tricks the brain into thinking that, if you are skilled, fast or have the right pattern of presses, you have a better chance of winning.



The Reality...

The button only affects the length of time for each spin. It does not affect whether you win or lose.

Slot machines use mental connections that we already have to keep us playing: winning sounds usually mean that you won. Near misses mean you should try again. STOP buttons should give us control.

But, this life experience does not apply to slot machines.

It's important to take frequent breaks from playing to clear your head and give your brain a rest.

HR Tip

Being positive in the workplace will help you be a more effective worker, but it can also improve your overall well-being, as you spend less time immersed in the negative. Check out these great tips from Chron.com.

Step 1 Put your work in perspective. Remember that what happens at work is rarely a personal attack, and if it is, it is rarely legitimate. Before reacting negatively to a work situation, ask yourself three questions: Is it personal? Is it permanent? And does it matter in the big picture? If the answer is no, you can put the situation in its place by realizing that it is not that big of a deal and devoting your energies to more important things.

Step 2 Act positive and friendly even if you don't mean it. You don't have to lie in those conversations. You can simply focus on something like a joke or a funny story instead of doom-and-gloom rumors. Camaraderie is one way to keep the blues away, encourage after-work social events with your coworkers. This can help you feel like you're all working on the same team, even if the office has been experiencing some rough times lately.

Step 3 Do your work well and don't sell yourself short. Set high but achievable goals for yourself, and reward yourself when you achieve them; stay motivated and take pride in your accomplishments. Be passionate about your work, and show your coworkers and boss that passion by volunteering for extra duties or sharing your innovative ideas with others. When someone congratulates you, thank them, but don't say something like, "No, it wasn't me" or "I don't deserve it." According to MSN Careers, people who use negative self-talk are less likely to achieve their goals than people who constantly remind themselves that they can do a job or they are worthy of a promotion. Further, your motivation and positive attitude will encourage managers to want to work with you more, possibly qualifying you for promotions

and special projects.

Step 4 Have a good work-life balance. Start a new hobby or try something new, like scuba diving, fly a kite with your child. If you are constantly thinking about work, the negative things that are happening there will start to dampen your whole outlook on life, simply making you more ready to contribute to the negative work environment already in your office the next time you walk through the door. In addition, being too overwhelmed with work is enough to make anyone negative, and your negative feelings about work may simply stem from the fact that all you ever do is work.

Here are a few other things I have done that really help me keep positive!

- ◆ Take a walk, fresh air is a great way to clear your mind and revive. Sometimes just taking a few minutes away from work does a lot of good.
- ◆ What things are you grateful for? Make a list....family, friends, health. It's difficult to feel down when you are feeling such gratitude.
- ◆ Do something nice for someone, no matter how simple; clean the snow off a co-workers vehicle before you leave work. It is a feel good gift.
- ◆ How you chose to react to your circumstances is within your own control. Always chose to react with dignity.

In the end your attitude is yours to own!

Christine Gray, Human Resources



CLASSIFIEDS

CCS has a few items no longer in use [vehicles that we have rotated out as well as the equipment from the former workout room in Heppner (now converted to an office)]. We are trying something new and will make these items available for purchase. In the effort to be as fair as possible and ensure that everyone has an equal shot at purchasing the items we will be doing a sealed bid process.

Bidding: Nothing fancy here, just indicate the vehicle or item you would like to purchase and your bid amount for that item, don't forget to include your name. It can be on a sticky note, a post card, sheet of paper, whatever you like. We just ask that it is in a sealed envelope. You can mail or hand deliver your bids to the Heppner office at *Attention Rick Worden, PO Box 469, Heppner, OR 97836.*

Bids will be accepted until 5:00 PM Tuesday February 28, 2023.

Bids will be opened by Kristie, Matt & Rick the following day and the winners notified.

ALL ITEMS ARE SOLD AS IS

**2007 Chevy Uplander: Automatic, 148,917 miles, AC works, needs tires, check engine light is on – minimum bid \$950
Vehicle currently located in Pendleton**

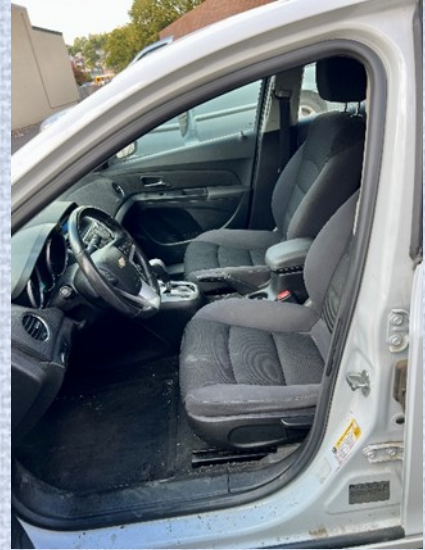


**2009 Ford Focus: 5spd manual transmission, 100,520 miles – minimum bid \$1,500
Vehicle currently located in Boardman**



CLASSIFIEDS

2014 Chevy Cruz: Automatic, 102,831 miles, AC currently not working – minimum bid \$3,000
Vehicle currently located in Pendleton



NordicTrack C 850 S Treadmill – minimum bid \$300, currently located in Heppner



JUST FOR FUN!

Boardman MH Office, Derby Squad "Attack the Panic", Halloween 2022



Irrigon Watermelon Parade



Hermiston A&D Office, Halloween 2022



Grant County Fair Parade

No documents submitted for
this agenda item.

an analysis for the March 15th BOC Meeting on the effects of repealing and replacing the ordinance and a motion was made to that end. Chair Sykes said he has since learned Mr. Nelson determined it would be more appropriate to ask an outside legal counsel with expertise in these matters to provide the analysis.

Mr. Nelson said he contacted Bob Blackmore, Innova Legal Advisors PC, and forwarded documentation to him from both districts, as well as a list of specific questions from the Board. Mr. Nelson said he did not know the exact timeline, yet, for Mr. Blackmore's availability to provide his analysis.

Request for Letter of Support of Ambulance Licensing

Chair Sykes said the format for this item would be the same as on Feb. 22nd when Chief Hughes requested to repeal Ordinance MC-C-4-98 – a representative from each district would speak and have the ability to rebut, however, there would be no comments from the public.

After Chief Hughes sought confirmation, Chair Sykes agreed comments would be limited to the topic on the agenda, as was the case on the 22nd.

Chief Hughes said the application process for an ambulance license in the State of Oregon requires a letter of support from the governing body. If BFRD is allowed to go through the estimated 60-day process and becomes licensed, there would be no impact to the County's ambulance system. MCHD would continue to operate as it does because it's clear BFRD is not a transport agency within the Ambulance Service Area (ASA) Plan. BFRD would be able to provide service to partner agencies, such as the Oregon Military Department, Umatilla County Fire District #1, and possibly the Naval Bombing Range.

Ms. Roberts said the Agenda Packet included a letter from the Health District's attorney, Troy Bundy, that covered four points: 1.) The definition in Oregon Administrative Rule is at issue. It says what needs to be provided is whether there is a documented need for the service supported by the county government. 2.) Under the current County Ordinance from 1998, no ambulance can operate in the County that is not incorporated into the ASA Plan. 3.) Under the current 1998 ordinance, it charges the EMS (Emergency Medical Services) Advisory Committee with making the determination to make changes or additions to the ASA Plan. That is the appropriate group to hear the request and no formal request in writing, with explanations, has been brought to them.

As the discussion continued, Chair Sykes asked if the request could wait for the legal response from Mr. Blackmore, as discussed earlier. Commissioner Drago said he was not against waiting on Mr. Blackmore's analysis, adding he thought there was a need but they were hearing too many different stories. Chair Sykes encouraged the Commissioners to send their questions to Mr. Blackmore.

Commissioner Drago moved to table the letter of support to be readdressed at the April 5th meeting. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Request for Letter of Support, PGE Hydrogen Project

MC-C-4-98

This ordinance is over 24 years old. Had the process been followed as set by the ORS and OAR, the County Commissioners would have repealed and adopted new ordinances in alignment with an OHA approved ASA Plan, at a minimum, four other times.

At least every five years, the ASA Plan needs be submitted to OHA for approval. In some cases, OHA will require the Plan be amended prior to their approval. After the Plan is approved by OHA the County adopts the Plan. After the County adopts the Plan, the County then adopts the Plan as an ordinance, just as they would for any non-emergency ordinance. Lastly, the newly adopted ordinance is submitted to the County Clerk to be recorded. This process repeats, at least, every five years.

The Rule below is for reference. To get a full understanding it is recommended reading ORS Chapter 682, OAR chapter 333, division 250, 255 and 260.

Division 260
COUNTY AMBULANCE SERVICE AREA PLANS

[Rule 333-260-0020](#)

8. COUNTY ORDINANCES AND RULES:

(6) A county is required to amend their plan, if necessary, to comply with any amendments made in ORS Chapter 682 or OAR chapter 333, divisions 250, 255 or 260. The Division shall notify the county in writing each time an amendment is made in either the statute or administrative rules that may affect the plan. Anytime a county plan is amended, the county must submit a copy of the amended plan to the Division.

(7) The Division shall review each county plan no less than once every five years to ensure compliance with the statutes and administrative rules pertaining to a county ambulance service area plan. The Division shall notify the county of the results of the review.

RECOMMENDATION: Repeal MC-C-4-98. However, in the best interest of the County as a whole, a public hearing is suggested.

M-54020

IN THE COUNTY COURT FOR THE STATE OF OREGON
COUNTY OF MORROW

IN THE MATTER OF REGULATING)
AMBULANCE SERVICE PROVIDERS) ORDINANCE
NO. MC-C-4-98

The County Court for the County of Morrow ordains as follows:

A. Ordinance No. MC-C-2-98 adopted by the County Court February 11, 1998 is hereby REPEALED.

B. The County Court hereby adopts the following:

SECTION 1. TITLE

This ordinance shall be known, and may be cited as, "Ambulance Service Providers Ordinance".

SECTION 2. AUTHORITY

This Ordinance is enacted pursuant to ORS 682.205, 682.275 and ORS 203.035, and other applicable law.

SECTION 3. POLICY AND PURPOSE

The County Court finds:

1. That ORS 682.205 requires Morrow County to develop a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Service Areas consistent with the plan to provide efficient and effective ambulance services.
2. That this Ordinance, which establishes Ambulance Service Areas, the methods for selecting ambulance providers for each service area and establishes the Morrow County Emergency Medical Services Advisory Committee together with Attachment "A" incorporated herein by this reference, make up the Morrow County Ambulance Service Area Plan.

SECTION 4. DEFINITIONS

The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Divisions 250, 255, 260 and 265 unless specifically defined herein

to have a different meaning.

SECTION 5. EXEMPTIONS

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government.
2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance service of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident.
3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.
4. Vehicles operated solely for the transportation of lumber industry employees.
5. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.

SECTION 6. AMBULANCE SERVICE AREAS

For the efficient and effective provision of ambulance service in accordance with the Morrow County Ambulance Service Area Plan, the ambulance service area shown on the map attached as Exhibit "A", attached hereto and incorporated herein by this reference, is hereby adopted as the Ambulance Service Area for Morrow County. The County Court, by the adoption of an Order, may adjust the boundaries of the Ambulance Service Area(s) from time to time as necessary to provide efficient and effective ambulance service.

SECTION 7. ASSIGNMENT OF AMBULANCE SERVICE AREAS

1. No person shall provide ambulance service in Morrow County unless an Ambulance Service Area has been assigned to that person pursuant to this section.
2. Any person desiring to provide ambulance service within Morrow County shall submit an application to be assigned an Ambulance Service Area within 30 days of the effective date of this Ordinance. The application shall be submitted to the Morrow County Health District. The applications shall be reviewed by the Morrow County Emergency Medical Services Advisory Committee created by this Ordinance which shall recommend the assignment of Ambulance Service Areas to the County Court. The assignment of Ambulance Service Areas shall be made by an Order of the County Court.

3. An application required by subsection 2 above shall include the following information:
 - a. The name and address of the person applying for assignment of an Ambulance Service Area.
 - b. The Ambulance Service Area the person desires to service and the location from which ambulance services will be provided.
 - c. A list of vehicles to be used in providing ambulance services including year, make and model and verification that each vehicle is licensed as a basic life support and/or advance life support ambulance by the State of Oregon.
 - d. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number.
 - e. Sufficient additional information to allow for the review of the application in light of the review criteria established by the Morrow County Ambulance Service Area Plan.
 - f. Such additional information deemed necessary by the Morrow County Emergency Medical Services Advisory Committee or the County Court.
4. Each application shall be reviewed for the applicant's conformity with the requirements of Oregon law for providing ambulance services, the specific criteria of the Morrow County Ambulance Service Area Plan and the need for efficient and effective ambulance service within Morrow County.
5. The assignment of the initial Ambulance Service Area shall be valid from the date of issuance for a period of five years. Thereafter, the assignment of Ambulance Service Areas may be renewed for additional five year terms commencing on the first day of July pursuant to subsection 6 below and subject to the provisions for suspension or revocation as set forth in Section 9 below.
6. Not less than forty-five (45) days prior to the expiration of the assignment of an Ambulance Service Area (e.g. five years less forty-five days for the initial assignment), any person desiring the renewal of an assignment or a new assignment of an Ambulance Service Area shall submit an application to be assigned an Ambulance Service Area. The application shall include the information required by subsection 3 above except that applications for renewal need only provide such information necessary to bring the original application up to date. The review of the application and assignment of the Ambulance Service Area shall be in accordance with this Section.
7. In the event that a person assigned an Ambulance Service Area discontinues service before the expiration of the assignment, the County Court shall set a time by which

applications must be submitted for reassignment of the Ambulance Service Area. The review of the application and assignment of the Ambulance Service Area shall be in accordance with this Section and the assignment shall be for the remainder of the term unless otherwise specified by the County Court.

8. Not less than fifteen (15) days prior to any date when the applications for the assignment of an Ambulance Service Area are due, notice of such application due date shall be posted in three (3) public places and published at least once in a newspaper of general circulation in Morrow County.

SECTION 8. DUTIES OF AMBULANCE SERVICE PROVIDER

Upon assignment of an Ambulance Service Area to a person in accordance with Section 7, the person providing ambulance service:

1. Shall conduct its operations in strict compliance with all applicable State and Federal laws and regulations and the terms of this Ordinance and the Morrow County Ambulance Service Area Plan.
2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.
3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:
 - a. when request for a specific ambulance service provider is made by the person calling for the ambulance and the call does not dictate an emergency response;
 - b. when the ambulance service provider assigned to the Ambulance Service Area is unavailable to respond or the person is requested by the other provider or 9-1-1 dispatch to respond; or
 - c. when the response is for supplemental assistance or mutual aid.
4. Shall not transfer the assignment of an Ambulance Service Area without written notice to and approval of the County Court. The written notice shall include an application for assignment of the Ambulance Service Area submitted by the transferee. The application shall be reviewed in accordance with Section 7.
5. Shall not voluntarily discontinue service to the assigned Ambulance Service Area without giving ninety (90) days written notice to the County Court.

SECTION 9. SUSPENSION OR REVOCATION OF ASSIGNMENT

1. Upon a recommendation by the Morrow County Emergency Medical Services Advisory Committee, or upon its own motion, the County Court may suspend or revoke the assignment of an Ambulance Service Area upon a finding that the holder thereof has:
 - a. willfully violated provisions of this Ordinance, the Morrow County Ambulance Service Area Plan or provisions of State or Federal laws and regulations; or
 - b. materially misrepresented facts or information given in the application for the assignment of an Ambulance Service Area or as part of the review of the performance of the service furnished by the provider.
2. In lieu of the suspension or revocation of the assignment of Ambulance Service Area, the County Court may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order within the period of time stated therein. Notice of the County Court action shall be provided to the holder of the assignment which shall specify the violation, the action necessary to correct the violation and the date by which the action must be taken. The holder of such assignment shall notify the County Court of the action taken. If the holder of the assignment fails to take corrective action within the time required, the County Court shall notify the holder that the assignment is suspended or revoked upon receipt of the notice.

SECTION 10. APPEAL

A person receiving a notice of the assignment, denial, suspension, revocation or contingent suspension or revocation of an Ambulance Service Area may request a hearing before the County Court by filing with the County Court a written request for hearing within fourteen (14) days of the decision, setting forth the reasons for the hearing and the issues proposed to be reviewed. The filing of a hearing request shall stay the action pending the hearing and final determination by the County Court unless the County Court makes a written finding that prompt implementation of the decision is required due to an immediate hazard to the public safety. The County Court shall set a time and place for a hearing which shall be de novo on the record or a full de novo hearing, as determined by the County Court. Within fourteen (14) days after the conclusion of the hearing, the County Court shall affirm, reverse or modify its original decision.

SECTION 11. EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE

1. There is hereby created a Morrow County Emergency Medical Services Advisory Committee, the members of which shall be appointed by the County Court for two (2) year terms. The Committee shall choose its own chairperson and meet quarterly or when called upon by the County Court or its Chairperson. Motions shall be passed by majority of those attending.
2. The Committee shall consist of:

- a. 1 - Supervising physician for ambulance service provider or their designee;
 - b. 3 - EMTs from ambulance service provider (one each from Boardman, Heppner and Irrigon);
 - c. 2 - Directors of nursing services or designee (one each from Pioneer Memorial Hospital and Good Shepherd Hospital, Hermiston);
 - d. 1 - Fire department representative;
 - e. 1 - 9-1-1 systems representative; and
 - f. 2 - Quick Response Team representatives (one each from Lexington and Ione).
3. The Committee shall have the following powers and duties:
- a. Review and make recommendations to the County Court regarding all applications for assignment of Ambulance Service Areas.
 - b. Provide for on-going input to the County Court from prehospital care consumers, providers and the medical community.
 - c. Periodically review the performance of ambulance service providers within Morrow County.
 - d. Periodically review the Morrow County Ambulance Service Area Plan and make recommendation to the County Court including, but not limited to:
 - 1) review standards established in the plan and make recommendations regarding improvement and/or new standards.
 - 2) monitor coordination between emergency medical service resources;
 - 3) review dispatch procedures and compliance; and
 - 4) review the effectiveness and efficiency of the Ambulance Service Area boundaries.
 - e. Develop and implement a quality assurance program, including but not limited to training, to insure compliance with the Morrow County Ambulance Service Area Plan.

SECTION 12. INITIAL RESPONDER

Nothing in this Ordinance prohibits a 9-1-1 agency responsible for the dispatching of emergency services from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an ambulance service provider. Such initial response shall only be in accordance with this Section.

1. The initial responder shall be a municipal corporation or a special district within Morrow County that provides emergency services within its jurisdiction and requests to be dispatched to medical emergencies.
2. The initial responder shall respond with Emergency Medical Technicians and/or First Responders that are certified by the State of Oregon and who are employed by or volunteer with the initial responder.
3. Upon the arrival of the ambulance service provider at the location of the medical emergency, the ambulance service provider shall be in charge of, and responsible for, the continuation of emergency medical services. The initial responder shall continue to provide emergency medical services only at the direction of the ambulance service provider.

SECTION 13. PENALTIES

Any person who violates any of the provisions of this Ordinance is guilty of a violation. Failure from day to day to comply with the terms of this Ordinance shall be a separate offense for each such day. Failure to comply with any provision of this Ordinance shall be a separate offense for each such provision.

Violations of the provisions of this Ordinance is punishable, upon conviction, by a fine of not more than five hundred dollars (\$500) for a non-continuing offense, i.e. an offense not spanning two (2) or more calendar days. In the case of a continuing offense, i.e. an offense which spans two (2) or more consecutive calendar days, violation of the provisions of this Ordinance is punishable by a fine of not more than five hundred dollars (\$500) per day up to the maximum of one thousand dollars (\$1,000) as provided by law.

SECTION 14. NUISANCE

In addition to penalties provided by Section 13, violation of any of the provisions of this Ordinance is declared to be a nuisance and may be regarded as such in all actions, suits and proceedings unless the Ordinance is declared invalid by a Court of competent jurisdiction. Pursuant to ORS 682.015, this Ordinance shall be enforceable by the Health Division of the State of Oregon, Department of Human Resources in a proceeding in Circuit Court for equitable relief.

SECTION 15. SEVERANCE CLAUSE

If any section, subsection, provision, clause or paragraph of this Ordinance shall be

adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance; and it is hereby expressly declared that every other section, subsection, provision, clause or paragraph of this Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION 16. EMERGENCY

As it is necessary for the health, safety, comfort and convenience of the people of Morrow County that this Ordinance have immediate effect, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by unanimous vote of the County Court.

ADOPTED by the Morrow County Court this 15 day of April, 1998.

ATTEST:

The seal of the Morrow County Court is circular with the text "MORROW COUNTY COURT" around the top and "STATE OF OREGON 1859" around the bottom. In the center is a smaller seal with a tree and the text "MORROW COUNTY".
Barbara D. [Signature]
County Clerk

Louis A. Carlson
Louis A. Carlson, Judge

APPROVED AS TO FORM:
Will. F. [Signature]
County Counsel

R. J. French
R. J. French, Commissioner

John Wenzholz
John Wenzholz, Commissioner

Roberta Lutcher

From: Justin Nelson
Sent: Tuesday, February 21, 2023 1:20 PM
To: Roberta Lutcher; Roberta Vanderwall
Subject: FW: Letter for inclusion in BOC packet
Attachments: Letter to BOC - 02-20-23.pdf

Noticed that you were not included in this email.
-Justin

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

From: Emily Roberts <emilyr@moco hd.org>
Sent: Tuesday, February 21, 2023 1:16 PM
To: David Sykes <dsykes@co.morrow.or.us>; Jeff Wenholz <jwenholz@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>; 'Troy S. Bundy' <TSB@hartwagner.com>
Subject: Letter for inclusion in BOC packet

STOP and VERIFY This message came from outside of Morrow County Gov

Good afternoon,

We are respectfully requesting to be officially added to the agenda for tomorrow following Chief Hughes with the attached document included in the packet.

Best,

Emily Reynolds Roberts
Chief Executive Officer
Morrow County Health District
564 E Pioneer Drive
Heppner, OR 97836
Phone: 541-676-2915
Website: www.healthymc.org
Strengths: • Input • Strategic • Relator • Achiever • Activator



PO BOX 9
Heppner OR 97836
Tel: 541-676-9133
Toll Free: 1-800-737-4113
www.morrowcountyhealthdistrict.org

02/20/2023

Morrow County Board of Commissioners
Bartholomew Building
110 N. Court Street
Heppner, OR 97836

Dear Morrow County Commissioners,

I respectfully request that this letter and the attached documents be placed in the public meeting packet for the February 22, 2023 Board of Commissioners meeting. I further request to be added to the agenda following Chief Hughes' presentation concerning Ordinance MC-C-4-98.

The cover sheet for Chief Hughes' presentation states the ASA Plan must be submitted to and approved by the Oregon Health Authority every five years. This is correct. The ASA Plan was most recently approved by OHA on March 24, 2022 (see attached). Prior to this, the ASA Plan has been approved by OHA every five years per Oregon Administrative Rules. There is no requirement for the BOC to periodically amend MC-C-4-98 unless the BOC chooses to do so. The ASA Plan is in and of itself an Ordinance approved by the BOC (see page 6 of the currently approved ASA Plan). The ASA Plan Chief Hughes included in his packet is not the current ASA Plan. See attached ASA Plan approved by OHA on March 24, 2022.

The ASA Plan specifically tasks the Morrow County EMS Advisory Committee with administering and enforcing the ASA Plan. Proposed modifications to the ASA Plan are to be referred to the Committee. In March of 2022, Chief Hughes requested that the Committee support his requested modifications to the ASA Plan. The Committee issued a determination (attached) declining to amend the ASA Plan.

In September of 2022, MCHD made a good faith effort to mediate with BFRD to reach agreement about the provision of EMS services in Boardman. When these efforts did not resolve the issue, MCHD called a hearing for January of 2023 as required by the ASA Plan to attempt to resolve BFRD's non-compliance with the ASA Plan. (See attached notice of hearing.) After receiving the notice of hearing, BFRD again agreed to engage in mediation. At BFRD's request, MCHD postponed the hearing to allow for mediation to proceed. Mediation is currently scheduled for April 17, 2023.

MCHD strongly desires to resolve BFRD's concerns in a mutually beneficial manner. MCHD has provided ambulance service to the entire county as one ambulance service area for over 30 years. Because the District operates a critical access hospital, we are eligible for enhanced federal funding, which is not accessible to any other entity in the region. This funding model makes the District the most fiscally prudent option to provide ambulance services in Morrow County.

A competing service in Boardman would impact the District's eligibility for enhanced federal funding and would eliminate that funding across the District's entire ambulance service.



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

PO BOX 9
Heppner OR 97836
Tel: 541-676-9133
Toll Free: 1-800-737-4113
www.morrowcountyhealthdistrict.org

The District currently subsidizes EMS services to cover a loss of **\$550,000 per year** per staffed location. If the District loses the enhanced federal funding, the annual deficit increases to **\$900,000 per year** per staffed location for a **total deficit of \$2,700,000 per year** across the county.

The purpose of a health district is to provide medical services to communities that otherwise could not support such services as in the case of EMS in Morrow County. Tax dollars are used to provide these health services to help our communities stay vital and healthy. MCHD does not have sufficient funds to subsidize EMS services at \$2,700,000 per year and as such, that financial burden would fall to Morrow County, who ultimately has the legal responsibility to provide ambulance services to **all** of Morrow County.

BFRD has **not** put forth a financial model showing they can support EMS services in Boardman nor has BFRD demonstrated a need for increased EMS services in Boardman. MCHD has consistently outperformed all measures outlined in the ASA Plan and provides more ambulances per capita than all surrounding licensed service providers (two in Boardman, two in Irrigon, one in Lone, and two in Heppner).

BFRD approaching the BOC at this point in time is an attempt to circumvent the established legal processes for amendment to the ASA Plan. Additionally, BFRD has agreed to engage in mediation (scheduled for April 17, 2023) with the goal of entering into an Intergovernmental Agreement, which would allow BFRD's ambulances to operate as part of MCHD's team. This would increase the available ambulances to four versus the two which would be available if BFRD were the sole provider of ambulance services in Boardman. (Under the OARs, each ambulance service area may have only one ambulance service provider.)

We respectfully ask the BOC to refer BFRD back to the mediation process to resolve their concerns. To do otherwise presents a serious risk to the financial stability and availability of ambulance services in Morrow County.

Sincerely,

Emily Roberts
Chief Executive Officer



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

(For BOC Use)
Item #
5f

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

Presenter at BOC: Justin Nelson
Department: BoC / Public Works / County Counsel
Short Title of Agenda Item: Amendment to Morrow County Code Chapter 8.08- Road Approaches to County Roads
Date submitted to reviewers: 3/23/2023
Requested Agenda Date: 4/5/2023
(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:
Purchase Pre-Authorization
Other

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Board of Commissioners requested to review the requirement that the Board of Commissioners review and approve right of way permits that exceed 200 linear feet along the County Right of Way. The Board of Commissioners requested a amendment to the County Code Chapter 8.08 that would remove the requirement for Board of Commissioner approval and allow the Morrow County Public Works Director to review and approve as is allowed for right of ways less than 200 linear feet along the County Right of Way.

This amendment can be approved during a single meeting of the Board of Commissioners. Per ORS 203.045: "(4) Except as subsection (5) of this section provides to the contrary, and except ordinances imposing, or providing exemptions from, taxation, an ordinance necessary to meet an emergency may, upon being read first in full and then by title, be adopted at a single meeting of the governing body by unanimous vote of all its members present, provided they constitute a quorum.

(5) Any reading required by subsection (3) or (4) of this section may be by title only:

(a) If no member of the governing body present at the meeting requests that the ordinance be read in full."

Emergency Basis: The Morrow County Public Works expect many right of way permits to be presented for approval within the next month or two. The number of permits to be reviewed by the Board would be excessive, and the current schedule of the Board of Commissioners would not allow efficient review and approval of permits. The same criteria used to approve right of way permits is currently being used by the Morrow County Public Works Department.

2. FISCAL IMPACT:

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

Per ORS 203.045(5), after reading ORD-2023 by title (unless requested to be read in full by Commissioner), the Board may make a motion to approve ORD-2023- amending Chapter 8.08 of the Morrow County Code.

Attach additional background documentation as needed.

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

Sections:

- 8.08.010- Approach roads or right-of-way work- Permit required
- 8.08.020- Approach roads or right-of-way work- Permit decision
- 8.08.030- Culvert and grade specifications
- 8.08.040- Construction requirements
- 8.08.050- Expenses of road approaches
- 8.08.060- Removal authorized when- Costs

8.08.010- Approach roads or right-of-way work- Permit required. Any approach road to a county road or work within county rights-of-way requires a permit from the Morrow County Public Works Department. Application for a permit shall be submitted in writing to the Public Works Department on forms provided by the Public Works Director. The application shall include any requested plans, payment of the fee adopted by the Board of Commissioners, and any other requested information.

8.08.020- Approach roads or right-of-way work- Permit Decision. The Morrow County Public Works Department shall render a decision on all permits submitted under Section 8.08.010. All permits will be signed off for approval by the Assistant Road Master and Public Works Director. ~~Permits exceeding 200' running longitudinal in the right of way or any permit the Public Works Director would like discussion or input from the Board of Commissioners will not be signed until there is a motion to approve by the Board of Commissioners to allow the Assistant Road Master and Public Works Director to sign the permit.~~ Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standards.

8.08.030- Culvert and grade specification. All approaches must meet specifications as to culverts or grades, etc.

8.08.040- Construction requirements. All approaches must be so constructed as not to damage the existing roadway.

8.08.050- Expenses of road approaches. All expenses of road approaches to county roads must be paid by the applicant.

8.08.060- Removal authorized when- Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator.

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

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8.08.060- Removal authorized when- Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator.

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

In the Matter of Amending Chapter 8 of the)
Morrow County Code pertaining to the)
approval of County Permits for)
Construction Work in County Road Right-)
of-Ways)

ORDINANCE NO. ORD-2019-3

WHEREAS, the Morrow County Board of Commissioners granted the Morrow County Public Works Director the ability to review and approve certain approach roads and right-of-way work through Morrow County Ordinance No. ORD-2017-2 on June 7, 2017.


WHEREAS, the Morrow County Board of Commissions would like to review and render a decision on permits that exceed 200' longitudinal in the right-of-way, or any permit the Public Works Director would like discussion and a decision made on these matters by the Board of Commissioners; now therefore:

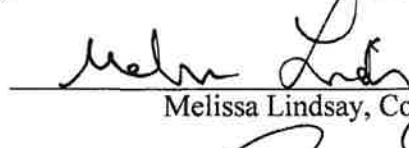
THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

- Section 1. Morrow County Code Chapter 8.08 is amended as set forth in Attachment 1.
- Section 2. An emergency is declared and this ordinance is effective immediately upon passage.

Dated this 13th day of March 2019.

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


Jim Doherty, Chair


Melissa Lindsay, Commissioner


Don Russell, Commissioner

Approved as to Form


Morrow County Counsel
RICHARD S. TOVEY OSB 044373

Attachment 1

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

Sections:

- 8.08.010- Approach roads or right-of-way work - Permit required
- 8.08.020- Approach roads or right-of-way work - Permit decision
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8.08.020- Approach roads or right-of-way work - Permit Decision. The Morrow County Public Works Department shall render a decision on all permits submitted under Section 8.08.010. All permits will be signed off for approval by the Assistant Road Master and Public Works Director. Permits exceeding 200' running longitudinal in the right-of-way or any permit the Public Works Director would like discussion or input from the Board of Commissioners will not be signed until there is a motion to approve by the Board of Commissioners to allow the Assistant Road Master and Public Works Director to sign the permit. Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standards.

8.08.030- Culvert and grade specification. All approaches must meet specifications as to culverts or grades, etc.

8.08.040- Construction requirements. All approaches must be so constructed as not to damage the existing roadway.

8.08.050- Expenses of road approaches. All expenses of road approaches to County roads must be paid by the applicant.

8.08.060- Removal authorized when - Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator.

MORROW COUNTY, OREGON **CJ2019-0047**
Commissioners' Journal **03/13/2019 3:44:30 PM**



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk





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

(For BOC Use)
 Item #
 6C

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 03/13/2019

Short Title of Agenda Item: Permits- amendment to Morrow County Code Chapter 8.08-
 Road Approaches to County Roads

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 15 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
Darrell Green	3/11/2019	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	Required for all legal documents
_____	DATE	Finance Office	Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	If appropriate

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):

At recent Board of Commissioner meetings, the Board has requested to review and approve the County right of way permits that exceeded 200 linear feet along our Right of Way and other permits the Public Works Director recommends the Board of Commissioners review.

Suggested process for discussion:

- 1) Permits are forwarded to Roberta on Thursday to be placed in the Consent Calendar for the next Board of Commissioner meeting.
- 2) If further discussion is required on a permit or permits, the permit is pulled from the Consent Calendar for discussion.
- 3) If the input of the Road Master or Assistant Road Master is required and are not scheduled to attend the Board of Commissioners meeting, a Commissioner may, prior to the BOC meeting;
 - a. request a call in
 - b. request their attendance
 - c. denial of permit application
- 4) Permits approved by the Board of Commissioners and signed by the Public Works Director.

Per ORS 203.045 (4) 'Except as subsection (5) of this section provides to the contrary, and except ordinances imposing, or providing exemptions from , taxation, an ordinance necessary to meet an emergency may, upon being read first in full and then by title, be adopted at a single meeting of the governing body by unanimous vote of all its members present, provided they constitute a quorum

2. FISCAL IMPACT:

None

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

Per ORS 203.045 (4), After reading ORD-2019-3 in full and then by title, the Board may make a motion to approve Ordinance ORD-2019-3 amending Chapter 8.08 of the Morrow County Code.

☒ Attach additional background documentation as needed.

Morrow County Board of Commissioners Meeting Minutes
February 27, 2019
Bartholomew Building
Heppner, Oregon

Present

Chair Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell
Darrell Green, Administrator
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutcher, Executive Assistant

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

City & Citizen Comments: Commissioner Russell stated his appreciation for the hard work done by the employees of the Road Department throughout these multiple snow events; Chair Doherty and Commissioner Lindsay both voiced their agreement.

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, February 28th, \$351,584.80; Two Payroll Payables, February 14th, HRA VEBA, \$2,875 and Employee Final, \$87.68*
 - 2. Minutes: January 23rd*
 - 3. Oregon Department of Agriculture, Wolf Depredation Compensation & Financial Assistance County Grant Program 2019 Application, and authorize Chair Doherty to sign on behalf of the County*
 - 4. Letter in support of Senate Bill 445 pertaining to the Oregon Invasive Species Council*
- Commissioner Lindsay seconded. Unanimous approval.*

Business Items

Grant Applications: Special Transportation Fund & Section 5310 – Enhanced Mobility of Seniors & Individuals with Disabilities

Anita Pranger, Coordinator, The Loop

Ms. Pranger said in the past, these two grants have been the primary source of operating funds for The Loop. Brief discussion.

Commissioner Russell moved to approve the Special Transportation Fund Biennial Grant Application, July 1, 2019 through June 30, 2021 in the amount of \$135,400; and the Section 5310 Biennial Grant Application, July 1, 2019 through June 30, 2021 in the amount of \$136,345, and authorize Chair Doherty to electronically sign both grant applications on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Budget Transfer Resolution Numbers R-2019-5 and R-2019-6

Kate Knop, Finance Director

Ms. Knop explained R-2019-5 would increase budget appropriations in the General Fund in the amount of \$650,200; Echo Winds Fund in the amount of \$59,241, and Community Corrections Fund in the amount of \$6,976. Discussion.

Commissioner Russell moved to approve Resolution No. R-2019-5 - In the Matter of Appropriations for Fiscal Year beginning July 1, 2018. Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2019-6 would move budget appropriations within the General Fund, Public Works General Maintenance from Materials & Service to Capital Outlay in the amount of \$44,104, according to Ms. Knop, and also included another transfer within the General Fund, Health Department from Materials & Services to Capital Outlay in the amount of \$30,000. Discussion.

Commissioner Lindsay moved to approve Resolution No. R-2019-6 - In the Matter of Transferring Appropriations within the Morrow County General Fund, Pursuant to ORS 294.463(1). Commissioner Russell seconded. Unanimous approval.

Process to Change Utility Permit Approval Authority

Darrell Green, Administrator

Mr. Green reviewed the history in recent years where permit approval authority moved from the Board of Commissioners to the Public Works Director. More recently, the Commissioners discussed pulling back some of the approval authority to the Board. Mr. Green asked for specific guidelines as to when the Board wanted to approve permit applications. After discussion, the Commissioners liked the idea of reviewing applications under two conditions: those that involve 200 feet, or more; and those that are of concern, for any reason, to the Public Works Director or Road Master. The Board also asked County Counsel to determine what options are available to them, particularly concerning the ability to deny an application as there is concern the County could run out of space in its right-of-way. By consensus, the Board directed Mr. Green and Mr. Nelson to meet with Public Works Director Matt Scrivner to obtain his opinion on a reasonable distance, and to prepare an Ordinance for adoption in the near future.

Road Use Agreement (Olson Road, Wilson Lane, Laurel Lane)

Mr. Green said he, Commissioner Lindsay, Mr. Nelson and Mr. Scrivner met yesterday with representatives from Vadata (Amazon) to discuss the Road Use Agreement. He explained the agreement presented today closely resembled the agreement originally sent to Vadata. Vadata reps removed almost every one of their objections, he said. This agreement is now as good as, or better than, the original agreement, said Mr. Green.

Mr. Nelson said Vadata's corporate counsel from Seattle was at the table and able to approve changes, which allowed for much better communication. He said it was Vadata's complete lack

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, March 6, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

1. **Call to Order and Pledge of Allegiance:** 9:00 a.m.
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable, March 7th; Manual Check Run, February 26th, \$235,000
 - b. Minutes: February 6th
 - c. Utility Permits
5. **Legislative Updates**
 - a. Juvenile Department – Multiple, including SB 299, SB 386 & HB 2050
6. **Department Reports**
 - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
7. **Business Items**
 - a. County Opportunity Grant Application – Public Works/Parks (Matt Scrivner, Public Works Director)
 - b. Cap & Trade Comment Letters (Commissioner Melissa Lindsay)
 - c. Progressive Design-Build Update (Darrell Green, Administrator)
 - d. Ordinance No. ORD-2019-3 – Utility Permit Approval Authority (Darrell Green)
 - e. Update from Oregon Water Resources Department (Greg Silbernagel, Watermaster, District 5)
8. **Department Reports, continued**
 - a. Administrator’s Monthly Report (Darrell Green, Administrator)
 - b. Sheriff’s Office Monthly Report (Melissa Ross, Administrative Lieutenant)
9. **Correspondence**
10. **Commissioner Reports**
11. **Signing of documents**
12. **Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
March 13, 2019
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Richard Tovey, County Counsel

Roberta Lutchter, Executive Assistant

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

City & Citizen Comments:

- Chair Doherty said the Executive Session might be moved up on the agenda, but the Board will return to the regular meeting afterward. Commissioner Russell was in agreement and Commissioner Lindsay said she would refrain from participating.
- Irrigon City Manager Aaron Palmquist asked if the Commissioners had questions for him as he needed to leave for a meeting. Commissioner Russell said Mr. Palmquist will attend the Portland State University Population Research Center's public meeting in Boardman regarding its Population Forecast Program. He asked Mr. Palmquist to encourage them to look at real data for Morrow County instead of using questionable information, as they have in the past. He said PSU shows the County is declining when everything else shows we haven't, one example being school enrollments. Carla McLane, Planning Director, said PSU showed significant drops in the unincorporated areas of the County but her office approved 20 applications for single-family dwellings in the last year. It's inconceivable it's declining, she said. Mr. Palmquist said he planned to pushback and maybe take it to the Association of Oregon Counties and the League of Oregon Cities. He said it's the "concrete jungle that wants to show they're growing and rural areas aren't...It's politics and gerrymandering."

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, March 14th, \$14,673.58*
2. *Minutes: February 13th*
3. *Fifth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement #153133 for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services, and authorize Chair Doherty to sign on behalf of the County (Amendment adds Exhibit B-3, Access Agreement for Use of OHA Systems, with no fiscal changes to the original agreement.)*

Commissioner Lindsay seconded. Unanimous approval.

Purchase Pre-Authorization Request – Public Works, 2005 Etnyre Chip Spreader

Matt Scrivner, Public Works Director

Commissioner Lindsay moved to approve the Purchase Pre-Authorization Request from Public Works for a 2005 Etnyre Chip Spreader from Linn County Road Department under the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement in the amount of \$65,000 plus \$10,000 for additional needed items, total price \$75,000, and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Ordinance No. ORD-2019-3 – Amending Morrow County Code, Chapter 8.08, Utility Permit Authority

Darrell Green, Administrator

Mr. Scrivner

Mr. Green explained the amendment requires Board approval of permits that exceed 200 linear feet and any others that are of concern to the Public Works Director. Discussion as to the logistics of the new approval process.

Commissioner Lindsay moved to approve Ordinance No. ORD-2019-3 Amending Morrow County Code, Chapter 8.08. Commissioner Russell seconded. Discussion: Mr. Green explained the ordinance, in its entirety, had to be read aloud if the Board wanted it to be effective today. County Counsel Richard Tovey said that would be the case unless there was a unanimous decision by the Board to agree to read by title only, if there was an emergency provision included, which there was. Generally, the title is read first, then the motion, he added.

Commissioner Lindsay withdrew her previous motion. Commissioner Russell withdrew his second of that motion.

Mr. Tovey said if there was a motion or agreement to read by title only, then it should be read by title followed by a motion.

Commissioner Lindsay moved to read Ordinance No. ORD-2019-3 by title only. Commissioner Russell seconded. Chair Doherty restated the motion and said Mr. Green would read it by title. Commissioner Russell also stated it needed to be read by title. Commissioner Lindsay clarified, after the Board approves it. Commissioner Russell read by title: "Ordinance No. ORD-2019-3, In the Matter of Amending Chapter 8 of the Morrow County Code Pertaining to the Approval of County Permits for Construction Work in County Road Right-of-Ways." Chair Doherty asked County Counsel if that satisfied. Mr. Tovey said he was going to have Mr. Green read it and then asked if there was an agreement on reading it by title only. Commissioner Lindsay said there was not a vote. Commissioner Russell said the motion is to read by title. Chair Doherty: and seconded, and all those in favor? Unanimous approval.

Mr. Tovey said procedurally, now have Mr. Green read by title.

Mr. Green read by title: “Ordinance No. ORD-2019-3, In the Matter of Amending Chapter 8 of the Morrow County Code Pertaining to the Approval of County Permits for Construction Work in County Road Right-of-Ways.”

Commissioner Russell moved to approve Ordinance No. ORD-2019-3 and attach the emergency clause. Commissioner Lindsay seconded. Unanimous approval.

Progressive Design-Build Consultant Budget & Agreement

Mr. Green said at the last BOC meeting he agreed to come back with further details on the budget submitted by Thaxton Parkinson PLLC, as well as the engagement letter.

Commissioner Lindsay expressed concern over a paragraph about communications being kept confidential, which she termed “an awkward statement to make for a public body.”

Mr. Green said 99.9% of discussions will be held in public meetings and he thought it related more to Ms. Thaxton Parkinson’s side of things.

Commissioner Russell said that was his interpretation, as well.

Chair Doherty agreed, and said it likely meant inside information will not be divulged to contractors, etc.

Mr. Tovey added it’s meant to protect them; they’ll keep things confidential with the realization we’re a public entity.

Commissioner Lindsay said when the document is sent back, make the statement we’re a public entity and all things are public.

Commissioner Russell moved to approve hiring Thaxton Parkinson PLLC to assist Morrow County in developing its Progressive Design-Build Project to build the north County facility, and authorize the Chair to sign the Engagement Letter and Consulting Agreement on behalf of the County, pending review by County Counsel. Unanimous approval.

Cap & Trade Comment Letter

Commissioner Russell said he drafted the letter and included a section about landfills, after hearing concerns from Kevin Green, Waste Connections, Inc. District Manager. Commissioner Russell said there may be amendments to HB 2020 that address a variety of concerns and he wanted to make sure they remedy Morrow County’s concerns.

Commissioner Lindsay moved to accept and sign the letter drafted by Commissioner Russell regarding HB 2020 and forward it to as many people as appropriate. Commissioner Russell seconded. Unanimous approval.

(2019 Amendment- ORD-2019)

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

Sections:

- 8.08.010- Approach roads or right-of-way work- Permit required
- 8.08.020- Approach roads or right-of-way work- Permit decision
- 8.08.030- Culvert and grade specifications
- 8.08.040- Construction requirements
- 8.08.050- Expenses of road approaches
- 8.08.060- Removal authorized when- Costs

8.08.010- Approach roads or right-of-way work- Permit required. Any approach road to a county road or work within county rights-of-way requires a permit from the Morrow County Public Works Department. Application for a permit shall be submitted in writing to the Public Works Department on forms provided by the Public Works Director. The application shall include any requested plans, payment of the fee adopted by the Board of Commissioners, and any other requested information.

8.08.020- Approach roads or right-of-way work- Permit Decision. The Morrow County Public Works Department shall render a decision on all permits submitted under Section 8.08.010. All permits will be signed off for approval by the Assistant Road Master and Public Works Director. Permits exceeding 200' running longitudinal in the right of way or any permit the Public Works Director would like discussion or input from the Board of Commissioners will not be signed until there is a motion to approve by the Board of Commissioners to allow the Assistant Road Master and Public Works Director to sign the permit. Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standards.

8.08.030- Culvert and grade specification. All approaches must meet specifications as to culverts or grades, etc.

8.08.040- Construction requirements. All approaches must be so constructed as not to damage the existing roadway.

8.08.050- Expenses of road approaches. All expenses of road approaches to county roads must be paid by the applicant.

8.08.060- Removal authorized when- Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator.

(PRE-2019 Amendment Version)

Morrow County Code

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

In the Matter of Amending Chapter 8 of the)
Morrow County Code pertaining to the)
approval of County Permits for) ORDINANCE NO. ORD-2019-1
Construction Work in County Road Right-)
of-Ways)

WHEREAS, the Morrow County Board of Commissioners granted the Morrow County Public Works Director the ability to review and approve certain approach roads and right-of-way work through Morrow County Ordinance No. ORD-2017-2 on June 7, 2017.

WHEREAS, the Morrow County Board of Commissions would like to review and render a decision on permits that exceed 200' longitudinal in the right of way, or any permit the Public Works Director would like discussion and a decision made on these matters by the Board of Commissioners; now therefore:

THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

- Section 1. Morrow County Code Chapter 8.08 is amended as set forth in Attachment 1.

- Section 2. An emergency is declared and this ordinance is effective immediately upon passage.

Dated this 13th day of March 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

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

IN THE MATTER OF AMENDING)
CHAPTER 8 OF THE MORROW COUNTY) ORDINANCE NO. ORD-2023-3
CODE PERTAINING TO THE APPROVAL)
OF COUNTY PERMITS FOR CONSTRUCTION)
WORK IN COUNTY ROAD RIGHTS-OF-WAY)

WHEREAS, the Morrow County Board of Commissioners amended Morrow County Code Section 8.08.0202 in 2019 to require all right-of-way works permits exceeding 200 feet to be approved by the Board of Commissioners; and

WHEREAS, the Morrow County Board of Commissioners now believes that review and approval can be completed by the Morrow County Public Works Department as was done prior to 2019; now therefore:

THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

- Section 1. Morrow County Code Chapter 8.08 is amended as set forth in Attachment 1.

- Section 2. An emergency is declared and this Ordinance is effective immediately upon passage.

Dated this 5th day of April 2023.

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

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

Attachment A

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

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

(For BOC Use)
Item #
59

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

Presenter at BOC: Benjamin Tucker
Department: Public transit The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 3/31/2023
Requested Agenda Date: 04/05/2023

Morrow County Public Transit Advisory Committee appointment request.

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

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

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Debbie Imus is requesting appointment to the Morrow County Public Transit Advisory Committee to fill the At Large representative position.

2. FISCAL IMPACT:

N/A

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

Move to appoint Debbie Imus to the Morrow County Public Transit Advisory Committee. Term effective April 5, 2023 to April 5, 2026

Attach additional background documentation as needed.



MORROW COUNTY PUBLIC TRANSIT

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

Date: 02/21/23

Morrow County Commissioners,

I would like to be considered for the Morrow County Public Transit Advisory Committee

Member Alternate Reappointment

I would like to see the Loop program thrive in Morrow County because of the following interest that I have in transportation:

~~People being able to have access to pick up food if they don't have their own transportation.~~

~~I can contribute to this committee by representing the following areas: *See next page
The Boardman Food Pantry. We help all members of the community who are in need of food regardless of age or ethnicity.~~

Thank you,

Name: Debbie Imus

Address: [Redacted] Boardman, OR

Phone Number: [Redacted]

Email: [Redacted]

ROAD REPORT March 2023

BLADING OPERATIONS: Following are the roads blade operators made improvements to this month.

Zone 1 –Doherty Rd

Zone 2 – Cutsforth

Zone 3 –

Zone 4 –Porcupine Ln, Redding Rd, Hale Ridge, Sanford Cyn

Zone 5 –

Bunkerhill: A few of the crew members have been up on Bunkerhill taking out the old asphalt and putting in a new subbase to get it ready for pavement this summer.

SNOW DAY: The crew members that have routes in the mountains had a few days in March to go clear snow and sand.

SIGN REPAIR: The crew continue making repairs to signs around the county when time allows.

SHOULDER WORK: The crew had been working on a project on Deecox rd. Taking the banks and sloping them back to help with erosion. They also did shoulder repair on Little Butter Cr. to get it prep for a chip seal project that will be going on in May. Up on the north end of the county on Frontage Rd. they went through and built up some of the shoulders and took out some of the high spot, to get it prep and ready to go for paving.

Road Emergency: Out on county line, the high winds caused sand to blow and build up on the road, so sent a crew out to remove the sand out of the road.

Chip Seal Conference: The event is held every couple years, it provides an opportunity for those involved in chip seals and paving operations to gather and hear about the latest in products and technology, and just to learn from agencies on their operations. There was over 150 people from different agencies that gathered from Oregon, Washington, and Idaho. Morrow County to 3 crew members to the workshop.

PERMITS: Following are approved permits to work in the county right-of-way during March.

305	608	Upper Rhea Creek Rd	Tate Gentry	Approach	Nothern	02/27/2023	03/13/2023
OTT	793	Little Butter Creek Road	Umatilla Electric Co-Op	Utility	overhead 277/480v line	03/14/2023	03/20/2023
OTU	598	Kunze Lane	Windwave Communitcations	Utility	Work in ROW	03/14/2023	03/20/2023



Morrow County Sheriff's Office - Monthly Stats 2023

Incident	Jan	Feb	March	April	May	June
Alarms	6	9	8			
Animal Complaint	20	5	11			
Agency Assist	13	11	16			
Assaults	2	3	2			
Burglary	0	1	3			
CHL	30	30	28			
Citizen Assist	17	4	9			
Civil Service	66	53	89			
County Code Calls	1	0	3			
Heppner area	0	0	0			
Irrigon area	0	0	2			
Bdmn area	0	0	0			
lone/Lex area	1	0	1			
Death Investigation	4	1	4			
Disturbance	17	8	7			
Dog	28	55	49			
Driving Complaints	72	64	84			
Drunk/Impaired Driver	4	3	2			
EMS	7	12	10			
Hit & Run	9	1	2			
Juvenile Complaints	14	10	25			
Motor Vehicle Crashes	6	7	3			
RV Code	0	0	0			
Suicidal	2	1	0			
Suspicious Activity	29	25	19			
Theft	5	11	11			
Trespass	9	9	7			
Traffic Stops - Cite	35	24	32			
Total Traffic Stops	108	117	163			
UUMV-Stolen vehicle	0	4	6			
Welfare Check	15	11	16			
Totals	519	479	609			
Other Misc. Incidents	564	681	808			
Total # of Incidents	1083	1160	1417			
Felony Arrests	13	6	10			
Total # of Arrests	29	24	20			
Total # M-110 Citations	0	0	0			

No documents submitted for
this agenda item.

No documents submitted for this
agenda item



6e

HUMAN RESOURCES

P.O. Box 593
Heppner, Oregon 97836-0412
(541) 676-5620

Lindsay Grogan
Director
lgrogan@co.morrow.or.us

TO: Board of Commissioners
SUBJECT: Human Resource Quarterly Report
DATE: Jan 26, 2023 – Apr 5, 2023

Recruitment

Active positions

Clinic Nurse Coordinator	Loop Driver
Communications Deputy	Maternal/Child Home Visitation Nurse
County Administrator	Patrol Deputy
County Surveyor	Transfer Station Attendant
Fair Manager	Veterans Office Assistant

Recent Hires

Bobbie Ingraham, Appraiser – Feb 6th
Roberta Vanderwall, Interim Administrator – Feb 15th
Commissioner Roy Drago Jr – Feb 22nd
Drew Coe, Traffic Control Flagger - Mar 27th
Colleen Dyer, Demand Response Driver – Mar 27th
Bill Canaday, transfer from General Maintenance to Maintenance Specialist – Apr 3rd
Sarah Rea, CD Coordinator – Apr 3rd
Jason Thompson, Senior Maintenance Specialist – Apr 3rd
Trevor Wilson, Senior Maintenance Specialist – Apr 10th

Other

We have completed the 'research/data' phase of the compensation project. We are now entering the 'communication' stage of the implementation process. Department heads have been communicated with, and we are starting to inform unions and employees. HR and Finance, are completing the work to build this into the FY budget to start July 1.

The request for proposals for the County's labor/employment attorney closed on Friday the 31st. The administrative team will be forming a review committee for the review/selection of the submissions.

The current Teamster's collective bargaining agreement is set to expire in June of this year. Negotiations are set to start shortly and most likely will progress throughout the spring.

We are in the process of scheduling CPR/First Aid classes this Summer/Fall for those who need it.

The Wellness Committee had a successful kick off for the program in March with the 'water challenge'. 65 employees participated in March. April's challenge will be 30 days of creating a good habit, or eliminating a bad habit. May's challenge will be to perform some sort of exercise for 30 minutes every day. The program is intended to build employee health, happiness, and camaraderie throughout the County.

I am finishing up my final two weeks of the Professional Development Academy through NACO. It is a 12-week leadership course that is tailored to government entity leaders. It is a great course that I am grateful to be able to have attended through the County, and would highly recommend it for any employee in a supervisory capacity.

As always, please feel free to ask me for any updates as needed.

Sincerely,

A handwritten signature in cursive script that reads "Lindsay Gregan".

No documents submitted for
this agenda item.



P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5621

ADMINISTRATION

Roberta "Berta" Vanderwall
Interim County Administrator
rvanderwall@co.morrow.or.us

DATE: March 31, 2023
TO: Board of Commissioners
FROM: Roberta "Berta" Vanderwall
SUBJECT: Administrator's Monthly Report

The following is general update on activities or contacts I've had or that I'm working on this past month.

- Met with Justin and reviewed the CREZ III Agreements/Amendments. Had a zoom call with the Port and City of Boardman to discuss further. Clarification was received regarding the fact there was no Amendment #1, only two Amendments #2, one signed by the City of Boardman and one by the Port.
- Reviewed Agenda packet information for meeting
- Received letter from Hart Wagner, Troy Bundy, Health District's attorney, addressing the ASA and Fire Chief Hughes request to the BOC. Forwarded this letter to the BOC and Justin.
- Review Request from Melissa Lindsay regarding her request for reimbursement for county election. Talked with Melissa Lindsay regarding her attorney fee refund request. Met with Justin Nelson to have him explain the history behind this request and recall. Reviewed documents pertaining to the request. Wrote letter to Melissa denying her request for reimbursement as per our County Counsels recommendation.
- Contacted the Fair Board regarding the \$1.M they received last fiscal year. We have scheduled a meeting for the 4th of April with the Fair Board President Cody also contacted Patrick at the State for his input
- Contacted Wendy Veliz, PGE regarding the letter of support that did not get written. She has asked to be on the Agenda for April just to update the BOC on their projects. It will be too late for the support letter by then.
- Zoom meeting with Vance Jacobs and Lindsay Grogan to review and get a better understanding the new wage compensation scale. Discussed with Lindsay and Kevin implementation of the wage compensation package.
- Visited with Lindsay regarding the Fair Board Secretary position that has now been changed to Fair Manager and wages increased accordingly.
- Zoom meeting with Justin, Eric, Tamra and Mike Haugen to review and discuss the Tallman Access issue. Held another zoom meeting with the City of Boardman, Rick Stokoe, their engineer, Port of Morrow and Tamra, Mike H, and representatives to discuss the Tallman Easement issue. Following up with Justin and Mike H. regarding his access permit.
- Reviewed the documents Gary Millman, Prothman Consulting sent regarding the finalist for county administrator position. Work with Gary to set up a time for interviews.
- Reviewed and worked on the job description that Lindsay drafted for County Administrator.

- Kevin, Kelli from DLR and I toured the three sites that have been identified for the future Circuit Court building. T/w Kelli regarding next steps and contacted Lori Coppenwrath for her input. Drafted new contract with DLR.
- Attended Zoom Meeting for presentation of MuniCode and CivicPlus. Both are excellent programs that would benefit the County. The County needs to reach out to a few more vendors in order to make a more informed decision and to compare pricing.
- Visited with Kevin regarding contract template and staffing ideas
- Joined ICompass presentation for agenda management and contract management
- T/w Jeff W ideas on better governance – job description for CA, Roadway access more than 250' change so it's doesn't have to be presented to the BOC
- T/w Kevin regarding IRS and payments
- T/w Lindsay regarding proposal for the Unions and reviewed letter. BOC Meeting on Broadband and the ASA
- T/w Tony regarding payment for the Irrigon building and punch list/warranty items. T/w Kevin – look at Fortis contract
- Review more ASA, contacted Washington County to see about getting a copy of their new one.
- Listened to the prese \$10,000 - GL 227-100-5-40-4402ntation on Microsoft – Codification
- Met with Judge Hill, Kevin and David regarding funding for the Circuit Court
- Follow up with email to Lori regarding Juvenile Department
- Work on Nitrate Facts Brochure
- Finished up the Community Project Intake Form for the Circuit Court building submitted
- Attended Ron Wyden's Town Hall in Boardman



File Code: 1950
Date: March 17, 2023

Dear Planning Participant,

This letter is a corrected version that edited erroneous statements about treatments within Riparian Habitat Conservation Areas that are mentioned under the *Proposed Action* section. This letter amends the previously mailed **Parker's Mill Timber Stand and Wildlife Habitat Improvement Project** scoping letter dated 'March 16, 2023'.

I invite you to review and comment on the Heppner Ranger District's proposal for the **Parker's Mill Timber Stand and Wildlife Habitat Improvement Project**. For your comments to be most helpful, please respond by April 17, 2023.

Location

The Parker's Mill project area encompasses approximately 32,300 acres of National Forest System lands located on the Heppner Ranger District of the Umatilla National Forest, in the following legal locations: T 5S, R 27E, Sections 22,23, 26-28, 33-36; T 6S, R 26E, Sections 12-14, 23-26, 35,36; T 6S, R 27E, Sections 1-4, 7-36; T 6S, R 28E, Sections 6,7,18; T 7S, R 26E, Sections 1,12; T 7S, R 27E, Sections 1-8, 11,12,17; and T 7S, R 28E, Section 6, Willamette Meridian, Morrow and Grant Counties, Oregon.

Project Needs

In recent years, the Parkers Mill project area has experienced increased beetle and mistletoe infestations that pose an elevated risk to forest health and resiliency. These pathogens, in conjunction with a warmer climate and drought, have created conditions in which overstocked stands, comprised primarily of younger and less healthy trees, are providing a potential fuel source for increased severity wildfires. The increased severity wildfires, in turn, pose a threat to public and firefighter safety, adjacent county infrastructure, Forest Service administrative facilities and communication site, general forest health, wildlife and their habitat, cultural resources, and Tribal first foods resources. The encroachment of conifers has led to a loss of habitat for some plant species that provide cover and forage for wildlife, and impeded the hydrologic functionality of meadows. Additionally, there is a need to provide protection for the public and firefighters, as well as provide protection to our power grid, by removing excess fuel along transportation/evacuation corridors, and utility lines.

Proposed Action

There is a need to act quickly in order to place the project area on a trajectory towards sustainability and resiliency to climate change. I am proposing to implement several vegetation management activities designed to improve timber stand health, enhance wildlife habitat, enhance native plant communities, enhance pollinator habitat, enhance culturally important Tribal plant resources, and to reduce the risk of severe wildfire behavior and their effects on the people and resources for which we manage these lands. These vegetation management activities will treat up to 32,300 acres using a combination of overstory removal, understory tree thinning, prescribed fire, and hardwood and conifer planting. Proposed treatments will include both commercial and noncommercial fuels reduction and harvest, and construction of up to 3,000 acres of shaded fuel breaks along roads, trails and utility corridors. There are approximately 3,000 acres of commercial harvest planned for the area. Additional actions are needed to promote culturally significant plants, wildlife browse and habitat plants, plants highly preferable for both sensitive pollinator species and diverse pollinator communities, unique plant communities, and overall native plant understory diversity. These proposed treatments include seed collection, seed increase grow-



out, propagation of greenhouse seedlings, direct seeding, and direct planting. Brushland/shrubland and grassland habitat types will also have encroaching conifer removed (approx. 8000 acres) in order to preserve and enhance browse (especially winter range) for large mammal species. Additionally, planting/seeding of different browse vegetation in shrublands and grasslands of bitterbrush/stiff sage (max 5,025 acres) and curlleaf mountain mahogany (max 487 acres) will also take place to help enhance large ungulate habitat.

Treatments within Riparian Habitat Conservation Areas will follow Blue Mountain PDCs, no treatments in Inventoried Roadless Areas will occur, and no trees 21" DBH or larger will be harvested. Understory thinning would include the commercial sale of merchantable forest products and treatment of activity fuels. Both commercial and non-commercial treatments will be designed to reduce tree densities favoring the healthiest trees for leave tree preference.

This project will utilize categorical exclusions (36 CFR 220.6(e)(6): *Timber stand and/or wildlife habitat improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction and 6 USC 6592b: Establishment of fuel breaks in forests and other wildland vegetation*). Implementation is expected to begin in 2023.

Public Involvement

We are seeking your input to help us identify any issues associated with the proposed actions not already addressed in the project design. We welcome your comments anytime during the project; however, your comments would be most helpful if received by April 17, 2023. Please make your comments as specific as possible.

How to Provide Comments

The scoping comment period is intended to provide those interested in or affected by this proposal an opportunity to make their concerns known prior to a decision being made by the Responsible Official. Your comments will be used to help us identify any resource-related issues with the proposal which could lead to options, project design criteria, or mitigation measures. Please state "Parkers Mill Project" in the subject line when providing electronic comments, or on the envelope when replying by mail. Comments may also be submitted in writing by mail or fax. Written comments should be sent or delivered to: Adam Collin, Heppner Ranger District, P.O. Box 7, Heppner, OR 97836. Faxed comments should be sent to: 541-676-2105 [ATTN: Adam Collin].

Sincerely,



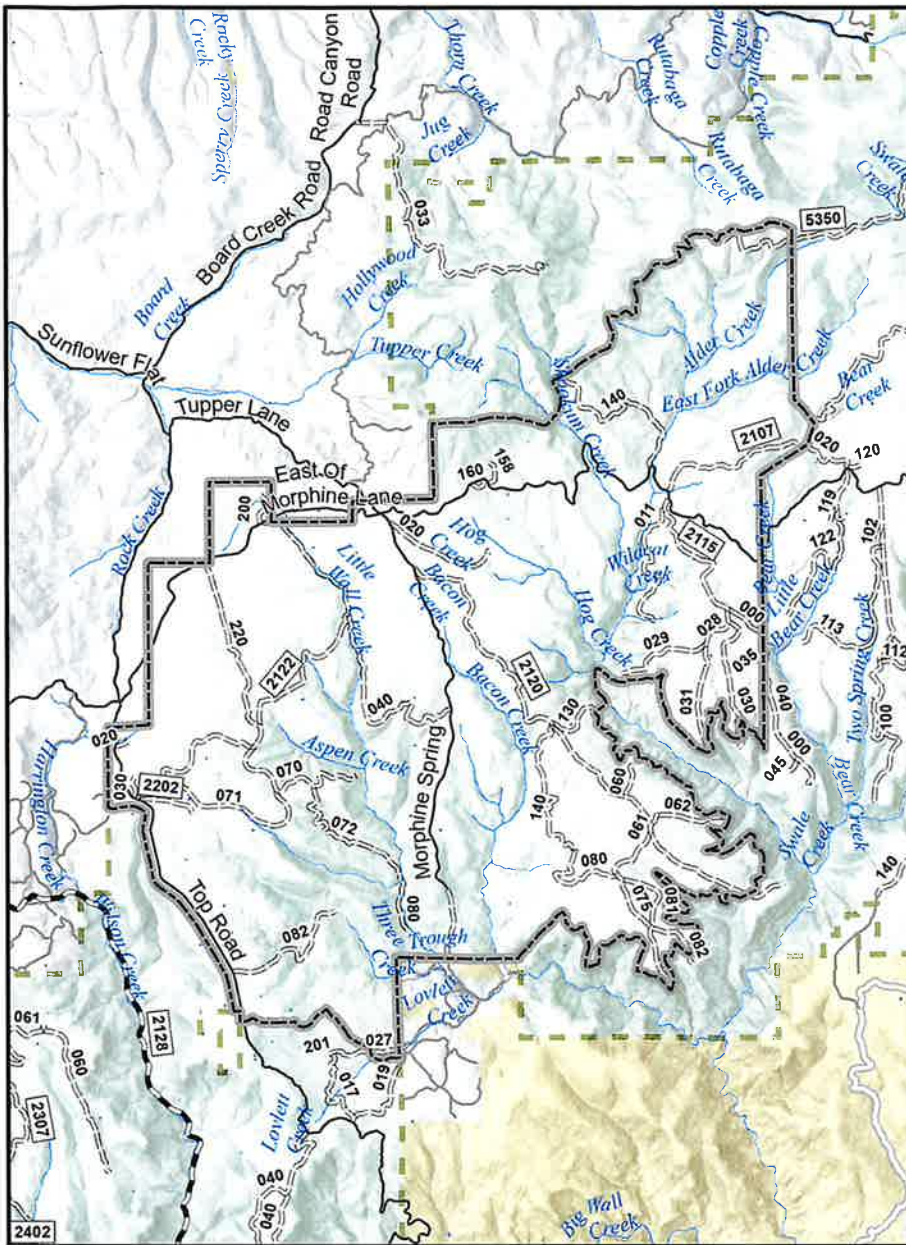
DOUGLAS C. MCKAY
District Ranger

Enclosure: Parker's Mill Vicinity Map

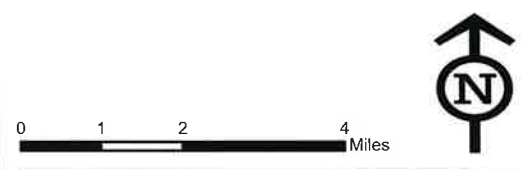
cc: Adam Collin, Darcy Weseman, Cindy Sundblad

Parkers Mill

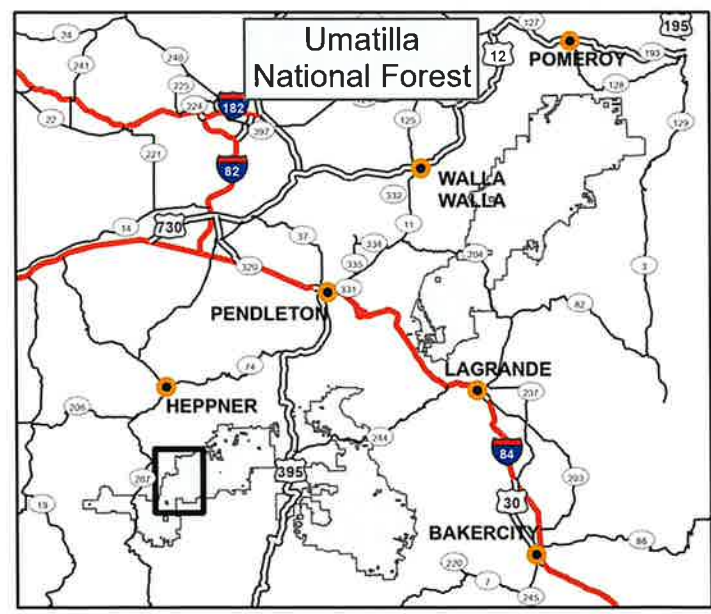
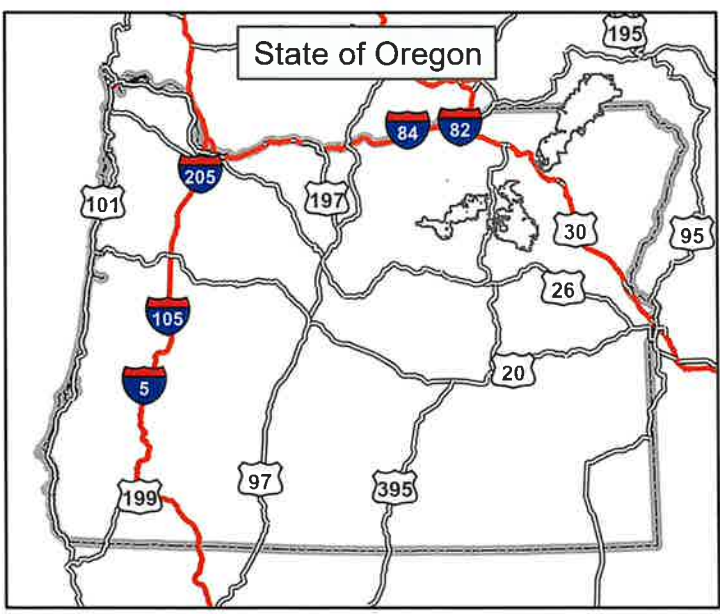
Vicinity Map



- Project Area Boundary
- Perennial Stream/Creek
- Lake or Pond
- US Forest Service Roads**
 - 3 - Suitable for Passenger Cars
 - 2 - High Clearance Vehicles
- Non Forest Service Roads**
 - Other State or Federal Road
 - County Road
 - Private or Local Road
- Ownership**
 - FS Administrative Boundary
 - U.S. Forest Service
 - Bureau of Land Management
 - Other Land, Including Private



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

(For BOC Use)
Item #
11

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

Presenter at BOC: Mike Gorman / Justin Nelson

Date submitted to reviewers:

Department: Assessor / County Counsel

Requested Agenda Date: 4/5/2023

Short Title of Agenda Item:

(No acronyms please)

SIP Public Hearing and Potential Approval of SIP: Amazon Data Services Inc. including Resolution R-2023-4.

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
J. Nelson via email 4-3-23 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Amazon Data Services, Inc. have requested a Oregon Strategic Investment Program Agreement (SIP Agreement) with Morrow County. Prior to approval of a SIP Agreement, the County is required to hold a public hearing regarding the potential SIP Agreement (ORS 285C.609(4)). The public hearing will allow the Board of Commissioners and public to hear from staff, proponents of the agreement, and anyone who may be opposed to the agreement or neutral.

2. FISCAL IMPACT:

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

1. Hold public hearing on potential SIP Agreement.
2. After public hearing, if Board is comfortable with the terms of the agreement: "Motion to approve the Oregon Strategic Investment Program Agreement with Amazon Data Services, Inc. and direct staff to coordinate with Amazon Data Services, Inc. to submit the agreement to Business Oregon."
3. Motion to approve Resolution R-2023-4.

Attach additional background documentation as needed.

OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Morrow County, a political subdivision of the State of Oregon (the "County"), and Amazon Data Services, Inc. (the "Company"), hereby enter into this Strategic Investment Program Agreement (the "Agreement") this 5th day of April 2023 (the "Effective Date").

RECITALS

WHEREAS, the Oregon Legislature has established the Strategic Investment Program ("SIP") to promote industrial competitiveness and to improve employment in the area where projects are to be located by encouraging businesses engaged in projects to hire local employees. (See ORS 307.123 and ORS 285C.600-285C.620); and

WHEREAS, the SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, the Company proposes to make investments in a project in the County with a capital cost of at least \$25 million that is expected to include the construction and operation of data center facilities and to create approximately 80 new, permanent full-time equivalents in the County; and

WHEREAS, the Company and the County have jointly negotiated this Agreement, the Company has provided the County with a copy of the SIP application (the "SIP Application") it has submitted to the Oregon Business Development Commission ("OBDC"), and following the mutual execution of this Agreement, the Company will submit a final SIP Application to the OBDC; and

WHEREAS, the Company has previously made significant investments in the County that have contributed to long-term investment and employment in the County; and

WHEREAS, the Company and the County desire to enter into this Agreement to further encourage Company to continue to make investments in the County and to streamline and simplify the reporting and administration of tax abatements made available to the Company; and

WHEREAS, the County and the Company have provided public information and an opportunity for public input regarding the SIP generally and the SIP Application specifically, including a formal public hearing on this Agreement held in the County on April 5, 2023; and

WHEREAS, this Agreement provides the terms and conditions under which the County agrees to request to the State of Oregon that the SIP Application be approved and tax abatement be granted for the Project, as defined below, in exchange for performance by the Company of the obligations herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

1. **Project Definition and Scope.**

1.1 The "Project" will consist of investments in one or more data center facilities to be developed by the Company or its affiliates and located in the County. Each data center facility will include the data center building shell, related machinery and equipment, computer networking equipment, computer servers, and other related personal property, and an industrial water

building, security buildings, and other related support facilities and buildings, which may be installed, constructed, added, or placed in service in phases or stages in the County during the term of this Agreement. The Project includes one site, located on Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24). The Project further includes repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement. The Project will be located on land zoned and planned, at the time of development, to allow the operation of data center facilities and related structures as a permitted use within the County.

1.2 The "Exempt Portion of the Project" will include all property included in the Project that is not considered taxable for purposes of ORS 307.123(2).

1.3 The "Non-Exempt Portion of the Project" will include all property included in the Project that is considered taxable for purposes of ORS 307.123(2).

1.4 The Project shall not include:

- (a) any "existing property," defined as property previously owned or leased by the Company at any location prior to the OBDC's receipt of the SIP Application;
- (b) any investment outside of the geographic confines described in Section 1.1 above; or
- (c) any expenditure deemed not to constitute a component of an "eligible project" pursuant to the administrative rules of the OBDC.

2. **Exemption for the Project.** The County acknowledges and agrees that, upon approval of the Company's Application and conditioned upon the satisfaction of other requirements under ORS 285C.600 through 285C.620 and this Agreement, the Exempt Portion of the Project, including with respect to any portion of the Project for which construction, installation, modification, or addition occurs during or after the first year of the SIP Exemption Period, will be exempt from ad valorem property tax as provided in ORS 307.123.

3. **Term of SIP Exemption.** Pursuant to ORS 307.123(2)(c), the "SIP Exemption Period" shall start as of the beginning of the property tax year after the earlier of (a) the date the Project is certified for occupancy, or (b) the expiration of the exemption for commercial facilities under construction under ORS 307.330, and shall continue for 15 property tax years.

4. **Conditions Precedent.** Except for the obligations set forth in Sections 6.2 and 7.1, the obligations set forth herein are conditioned upon:

4.1 The County's approval of this Agreement; and

4.2 A determination by the OBDC or its designee that the Project is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules.

5. **Company Payments and Related Obligations.**

5.1 Subject to Section 6.1, the Company will pay the County the amounts set forth below; annual payments shall be paid no later than December 1 of each tax year.

(a) Ad Valorem Property Taxes. For each year of the SIP Exemption Period, pursuant to ORS 307.123, the Company shall pay to the County property taxes with respect to the Non-Exempt Portion of the Project, which will be payable at the County's tax rate in accordance with ORS 311.505.

(b) Community Services Fee ("CSF"). For each year of the SIP Exemption Period, the Company shall pay to the County a CSF, in an amount equal to 25% of the property taxes that would, but for the exemption pursuant to this Agreement, be due with respect to the exempt property included in the Project in each assessment year, but not exceeding an aggregate of \$2,500,000 in any year. The CSF will be calculated pursuant to ORS 285C.609(4)(b)(B).

(c) Annual Contribution Payment ("ACP"). For each year of the SIP Exemption Period, the Company shall pay to the County an ACP equal to \$850,000.

(d) Community Development Contribution ("CDC"). Within 60 days after the Company has received notice that the OBDC, or its designee, has determined pursuant to ORS 285C.606 and OAR 123-623-1600 that the Project is eligible for the SIP exemption, the Company shall pay to the County a CDC in the amount of \$5,000,000. The Parties acknowledge that the CDC is intended to assist with costs of capital improvement projects within the tax districts included in the consolidated tax code area in which the Project is located, which may include payment or defeasance of debt service on, or redemption of, outstanding bonded indebtedness issued for such purposes under applicable law. Nothing in this Section 5.1(d) shall modify, extend, waive, or otherwise affect the exemption provided under this Agreement, or constitute an obligation of the Company to support the payment of or satisfy any such bonded indebtedness, or compel the County to use the CDC for this purpose.

(e) County Cost of Preparation of SIP Agreement. The Company agrees to reimburse the County for its reasonable costs incurred for the preparation of this Agreement, including staff, legal, administrative, and professional fees; provided, however, in no event shall the aggregate of such fees payable to the County exceed \$30,000. Payment of these costs shall be made within 30 days after receipt of an invoice from the County.

(f) Permit Fees. The Company will pay all standard building permit and other permit fees related to the Project. The Company further agrees that if it has a choice between obtaining an equivalent permit, license, or similar approval for the Project from either a local governmental entity or a state entity, the Company will obtain the permit, license, or similar approval from the local governmental entity.

(g) Payments Generally.

i. The payments by the Company described in this Section 5 shall be made payable to "Morrow County" and delivered to the Morrow County Assessor.

ii. With respect to the Project, and to the fullest extent permitted by

applicable law, the Company will not be required to pay sums to any local taxing authority in which the Project is located other than those payments described in this Section 5.1. Failure to make payment in full of the Company Payments (as defined below) by the applicable due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes. In accordance with Oregon law, in the event of an overpayment of the Company Payments, the County shall either issue an overpayment refund check or return the incorrect payment and request that the Company reissue payment in the correct amount. In the event of return payment, the Morrow County Assessor shall establish a reasonable schedule for payment. If the Project does not qualify for exemption from taxation pursuant to ORS 307.123, or otherwise fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value for the Project, for any property tax year during the SIP Exemption Period, the Company shall not be required to pay the Company Payments for that property tax year.

(h) Future Bonding.

- i. For each year of the SIP Exemption Period, the Company will contribute an amount to the County (the "Bond Contribution") to be used solely for the payment or prepayment of debt service on newly-issued general obligation bond indebtedness incurred to finance public utilities, public educational services, fire services, public health services, parks and recreation facilities, or public safety services, and issued pursuant to voter approval of a measure passed on or after the date of this Agreement by any taxing district included in the consolidated tax area in which the Project is located (a "Qualifying Bond"). The annual Bond Contribution will be equal to 100% of the aggregate amount the Company would have been assessed with respect to such Qualifying Bonds for the Project but for the exemption pursuant to this Agreement and any other exemption for property owned by the Company at the Project. The Company will not unreasonably object to any local measures for Qualifying Bonds.
- ii. Following voter approval of a Qualifying Bond and prior to the issuance date of any such Qualifying Bond, the Company and the County will collaborate to ensure that (a) Bond Contributions are expended solely to prepay or to make debt service payments on Qualifying Bonds, (b) tax levy rates imposed on taxpayers are adjusted to take into account any Bond Contributions, and (c) Bond Contributions do not violate any tax-exemption requirements for Qualifying Bonds. The Parties will enter into additional agreements to implement these provisions.

5.2 SIP Application. The Company shall file a final SIP Application with the OBDC in accordance with Oregon Administrative Rule 123-623-1400 and pay all applicable

fees as provided in ORS 285C.612 and applicable administrative rules. The parties acknowledge that the Project is located in a "rural area" within the meaning of ORS 285C.600(6).

5.3 **First-Source Hiring Agreement.** The Company shall enter into a first-source hiring agreement with appropriate third parties acceptable to the County in substantially the form required pursuant to OAR 123-070. The County is to be designated a third-party beneficiary of the agreement and is entitled to enforce its terms. The parties may designate a different provider for this service by letter agreement.

5.4 **Company Filing Obligations.** The Company shall file with the County, the OBDC, and the Oregon Department of Revenue, as applicable, all reports or filings required by statute or administrative rule, including any information required by ORS 308.285 – 308.290, if applicable. For each year of the SIP Exemption Period, the Company shall also file the prescribed annual report by April 1 as prescribed by OAR-123-623-4000.

6. County Obligations.

6.1 Each year during the SIP Exemption Period, on or before October 25, the County shall submit to the Company an invoice setting forth the amount of the CSF and the ACP (the CSF and ACP collectively, the "Company Payments") and a statement describing its calculations of the CSF.

6.2 Within 15 days after the Effective Date, the County shall request by official action of the County Board of Commissioners, within the meaning of ORS 285C.609(1), taken at a regular or duly called special meeting of the County Board of Commissioners, that the OBDC determine that the real and personal property constituting the Project situated in the County be granted exemption from ad valorem property taxation for the SIP Exemption Period.

6.3 The County is solely responsible for the allocation, budgeting, division, and disposition of any payment due under this Agreement, including any portions that may be due or payable to any other jurisdiction. In no event shall the Company have any liability in connection with any disagreement, error, or conflict related to the division, allocation, or distribution of such amounts. In no event will the Company have any liability or obligation to any other person with respect to any payment due under this Agreement after the Company has discharged its duty to pay as set forth in Section 5 above, and the County shall hold the Company harmless with respect to any claims to the contrary. The Company payments are not intended to create any third-party beneficiary rights for any entities except as expressly designated in this Agreement.

6.4 The County will support the Company in the Company's efforts to qualify for and obtain other tax incentives in connection with the Project, including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but the County makes no warranty with respect to its ability to affect any outcome in such regards.

7. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

7.1 Cooperate with the OBDC, the Oregon Business Development

Department, and the Oregon Department of Revenue to secure approval of the SIP Application and take such steps as may, from time to time, be reasonably necessary to maintain the tax exemption.

7.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.

8. Ad Valorem Property Taxes.

8.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the Non-Exempt Portion of the Project that is taxable as described in Section 5.1(a) of this Agreement or on property not included in the Project.

8.2 Without limiting any other remedy under law, nothing herein 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 ad valorem property taxes. If, for any property tax year, the amount of such property tax or the value of any property is redetermined after the applicable property tax or Company Payments have been paid, then the County shall promptly recalculate the amounts described in Section 5.1 for that property tax year, without regard to any interest, and shall provide the Company with a statement describing its calculations. Within 60 days after delivery of the statement, the Company shall pay any underpayment, or the County shall refund any overpayment, as the case may be, based on such recalculations. If either party receives interest attributable to the redetermination, the party receiving such interest shall pay to the other party an amount equal to such interest, to the extent that such redetermination caused the underpayment or overpayment for the property tax year.

9. Termination Rights.

9.1 The Company's Termination Right. The Company may elect to terminate this Agreement for any reason or no reason by delivery of written notice thereof to the County. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.

9.2 The County's Termination Right. If the Company fails to pay any portion of the Company Payments or Bond Contribution by the date on which it is due, the County shall provide written notice to the Company. Such notice must provide an additional 60 days in which the Company may cure any such payment deficiency or default. Notwithstanding the foregoing, if no cure is made by the end of the tax year in which such Company Payments or Bond Contribution is due, the tax exemption for the Project shall be revoked, and the property of the Project shall be fully taxable for the following property tax year and for each subsequent property tax year for which the Company Payments or Bond Contribution, or portion thereof, remain unpaid. If the unpaid amounts, including any applicable interest pursuant to Section 5.1(g), are paid after the exemption is revoked, the Project property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year SIP Exemption Period. In the event that the Company fails to pay the amounts due pursuant to Section 5 for 2 consecutive property tax years, then in addition to any other remedies allowed at law or in equity, this Agreement and the SIP exemption for the Project may be

terminated at the County's election.

10. Confidentiality.

10.1 The parties acknowledge that this Agreement is a public record subject to Oregon's public records laws. The County agrees that its staff, representatives and agents will exercise the utmost discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the parties' performance under this Agreement. If any person or entity requests any data, documents, or notes about the Company or its business practices (other than this Agreement) that are related to this Agreement or its tax exemption ("Confidential Information"), whether by court order, subpoena, Oregon Public Records Request, or other reason, the County shall not release any such information except as consistent with the following provisions:

(a) the County shall notify the Company within 3 business days of the receipt of such request;

(b) if the Company elects to challenge or appeal the release of such information, the Company shall notify the County within 9 business days of receipt of the request, and the Company shall assume all responsibilities, costs, and expenses for such defense; and

(c) if the Company does not notify the County within 9 business days of receipt of such request, the County shall be authorized to release the requested information to the requestor and the County shall have no liability to Company for such release of such Confidential Information.

Notwithstanding the above, the County agrees to cooperate with the Company in any challenge or appeal to a court order, subpoena, public records request, or other applicable law requiring the release of Confidential Information. The Company shall indemnify and hold the County harmless for all costs and expenses incurred in the challenge or appeal to the release of such Confidential Information, including court and appeal costs and the County's attorney's fees and expenses. Nothing in this section requires the parties to refuse to disclose such Confidential Information after a final order, including any appeal, by a competent judicial authority. If Oregon law is amended to require responses to public records requests be made less than 12 business days from the request, the number of business days specified in Paragraphs (a) and (b) of this Section 10.1 shall be reduced to 2 business days, and the number of business days to respond to a public records request as mandated by Oregon law, less two business days, respectively.

11. Miscellaneous Provisions.

11.1 Effective Date. Unless terminated earlier pursuant to its terms, this Agreement shall be effective as of Effective Date and remain in effect until the end of the SIP Exemption Period, after which this Agreement and the obligations of all parties hereto shall terminate.

11.2 Assignment. None of the parties party may assign this Agreement without the prior written consent of the other parties, except that the Company may assign this Agreement to any of its affiliates or to any wholly owned subsidiary of its ultimate

holding company, or to a new entity without the prior written consent of the other parties. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Nothing in this Agreement shall be deemed to constitute a restriction or condition on the ability of the Project owner to freely sell, transfer or assign ownership of the improvements or the underlying land or any portion thereof or any ownership interest in the Project owner at any time.

11.3 Amendment. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

11.4 Waiver. No waiver, modification, amendment or other change will be binding on either party, except as a written addendum, signed by authorized agents for both parties. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11.5 Terms. Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees included in this Agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a party simply because that party drafted the provision.

11.6 Notices. All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, 3 business days after mailing if sent by mail, and 1 business day after dispatch if sent by express courier, to the following addresses:

<p><u>If to the Company:</u></p> <p>Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109 Attn: Amazon Web Services, Economic Development</p> <p><u>With copies to:</u></p> <p>Amazon.com, Inc. Attn: General Counsel P.O. Box 81226 Seattle, WA 98108</p> <p>Amazon Web Services Economic Development 2121 7th Ave Seattle WA, 98121</p>	<p><u>If to the County:</u></p> <p>Morrow County Assessor PO Box 247 Heppner, OR 97836</p> <p><u>With copies to:</u></p> <p>[]</p>
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A copy of all notices and communications relating to this Agreement shall also be sent, on or before the date in which they become effective, by email to:

If to the Company: <u>Aws-econ-dev@amazon.com</u>	If to the County:
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11.7 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, neither the Company, nor any of its affiliates, shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishment in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this Agreement and (ii) \$3,000,000.

11.8 Force Majeure. A party will not be deemed to be in breach, material breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event. The Company and the County agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a party hereto, over the Project or over a party's operations.

11.9 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is the intent of the parties that, in the event a clause or provision is stricken, that there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable so as to provide a comparable property tax exemption and comparable payments as provided for in this Agreement.

11.10 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

11.11 Change of Law. The parties acknowledge that, due to the term of the Agreement, federal or state laws and regulations, including the statutes and administrative rules relating to the SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affect by court cases, and that such legal changes may materially

alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. No party shall be liable to the other for damages or costs directly or indirectly resulting from such legal changes. The parties shall negotiate in good faith amendments that conform to such legal changes while, to the extent feasible, retaining the essential features and relative benefits under this Agreement.

11.12 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in the Circuit Court of the State of Oregon for the County of Morrow. The parties agree that in case of any disputes that arise under this Agreement, they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both parties for a period of 30 days before filing any litigation.

11.13 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Notwithstanding the foregoing, each party's maximum liability under this Section 11.13 is \$75,000 and in no event will any party be obligated by this Section 11.13 to pay an amount in excess of \$75,000.

11.14 Merger. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

11.15 Counterparts. This Agreement may be signed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. A signature page delivered by fax or electronic mail will be considered an original signature page. At the request of a party, the other parties will confirm delivery of a signature page (whether by fax or electronic mail) by delivering an original signature page to the requesting party.

11.16 Waiver of Jury Trial. WITH RESPECT TO ANY PROCEEDING OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE), THE PARTIES KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. **Further Assurances**. Promptly upon the written request of the other party, each party shall do such further acts and shall execute, have acknowledged, and deliver to the other party any and all further documents or instruments reasonably requested in order

to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the County and the Company, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

MORROW COUNTY

Dated this 5th day of April 2023

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

AMAZON DATA SERVICES, INC.

Dated this _____ day of April 2023

Printed Name & Title

[ORS § 285C.609](#)

Current through statutes enacted in the 2022 Regular Session of the 81st Legislative Assembly as of June 29th, 2022, pending classification of undesignated material and text revision by the Oregon Reviser.

LexisNexis® Oregon Annotated Statutes > Title 26A Economic Development (Chs. 284 — 285C) > Chapter 285C- Economic Development III (§§ 285C.045 — 285C.659) > Strategic Investment Program (§§ 285C.600 — 285C.639) > (Generally) (§§ 285C.600 — 285C.620)

285C.609 Request by county; community services fee agreement; distribution of fee proceeds.

- (1) A determination under [ORS 285C.606 \(1\)](#) by the Oregon Business Development Commission that a project shall be exempt from property taxation under [ORS 307.123](#) must be requested by official action of the governing body of the county taken at a regular or duly called special meeting thereof by the affirmative vote of a majority of its members.
- (2) The governing body of any Oregon county shall forward appropriate prospective eligible projects to the Oregon Business Development Department for processing.
- (3) For purposes of this section, for projects located on a federally recognized Oregon Indian reservation, the governing body of a county shall be considered to be the governing body of the federally recognized Oregon Indian tribe.
- (4) The county may not make the request under subsection (1) of this section unless, after a public hearing:
 - (a) The county and, if the proposed eligible project will be located within a city, the city have entered into an agreement with the business firm, as described in this subsection.
 - (b) The agreement provides for the payment of a fee by the business firm, as follows:
 - (A) The fee shall be for community services support that relates to the direct impact of the eligible project on public services.
 - (B) The fee shall be in an amount equal to 25 percent of the property taxes that would, but for the exemption, be due on the exempt property in each assessment year, but not exceeding \$2.5 million in any year.
 - (C) The fee shall be paid annually during the tax exemption period, as of a date set forth in the agreement.
 - (c) The agreement provides for the refunding or crediting of overpayments, for interest on late payments or underpayments and for the manner in which the appeal of the assessed value of the property included in the project will affect the fee.
- (5) The agreement described in subsection (4) of this section may provide for any other requirements related to the project.
- (6)

(a) The fee collected under subsection (4)(b) of this section shall be distributed by the county based on an agreement. The agreement is effective only if:

(A) The county and the city, if any, in which the eligible project is located have entered into the agreement; and

(B) Local taxing districts listed in [ORS 198.010](#) or [198.180](#) that constitute at least 75 percent of the property tax authority of all local taxing districts listed in [ORS 198.010](#) or [198.180](#) in the code area in which the eligible project is located have entered into the agreement.

(b) If an effective agreement is not entered into under paragraph (a) of this subsection within three months after the date of the determination by the commission under [ORS 285C.606 \(1\)](#), the commission shall, by official action, establish a formula for distributing the fee collected under subsection (4)(b) of this section.

History

Formerly 285B.386; [2017 c.490 § 3](#), effective October 6, 2017.

Annotations

Notes

Amendment Notes

The 2017 amendment by c. 490, § 3 (S.B. 936), effective October 06, 2017, in (4)(b)(B), substituted “exceeding \$2.5” for “exceeding \$2” and deleted “or, if the eligible project is located in a rural area, \$500,000 in any year” at the end.

Research References & Practice Aids

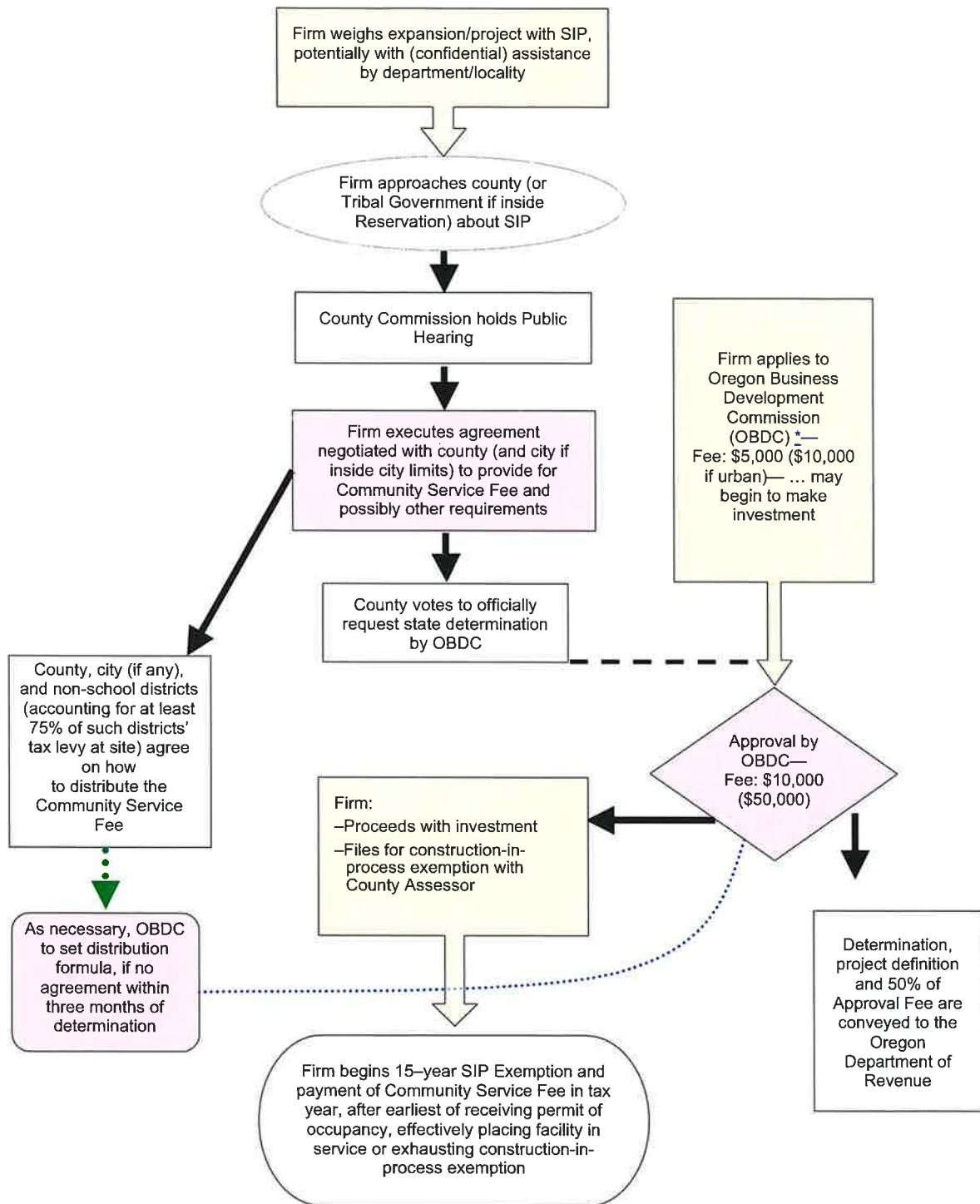
Hierarchy Notes:

[ORS Title 26A, Ch. 285C](#)

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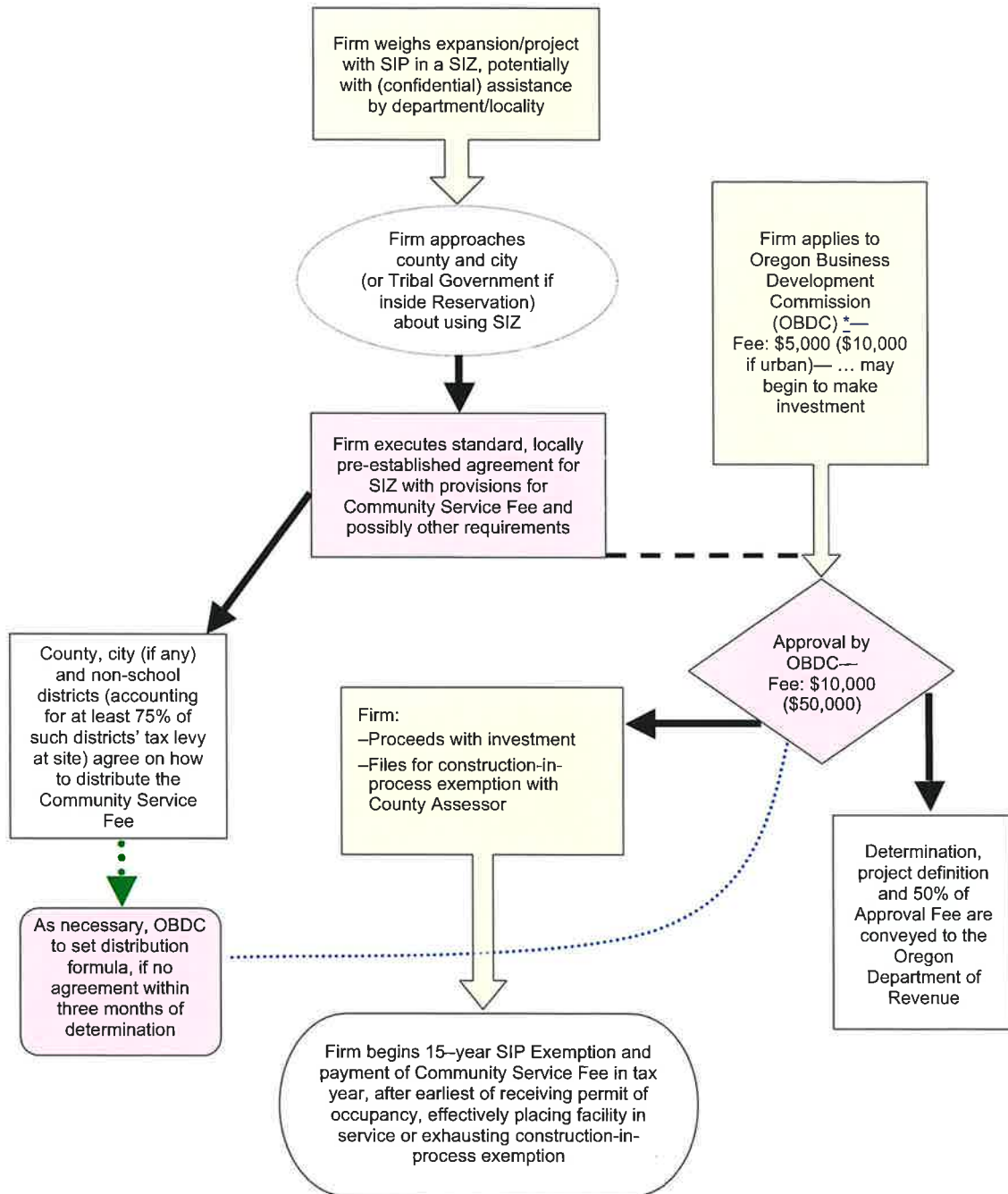
Oregon Strategic Investment Program (SIP) Process

(Ad hoc, outside a Strategic Investment Zone (SIZ), anywhere in Oregon
—see next page for inside an SIZ)



*Application submitted to Business Oregon (Oregon Business Development Department), which may review for at least 21 days before conveying to Commission; along with application fee, form and up-to-date information, an executed copy of first-source hiring agreement with the 'contact agency' for local publicly-funded job training providers also will be needed.

Oregon Strategic Investment Program (SIP) Process Inside a Strategic Investment Zone (SIZ)



*Application submitted to Business Oregon (Oregon Business Development Department), which may review for at least 21 days before conveying to Commission; along with application fee, form and up-to-date information, an executed copy of first-source hiring agreement with the 'contact agency' for local publicly-funded job training providers also will be needed.

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

IN THE MATTER OF REQUESTING)
THE OREGON BUSINESS)
DEVELOPMENT DEPARTMENT) RESOLUTION NO. R-2023-4
EXEMPT THE AMAZON DATA)
SERVICES, INC. PROJECT FROM)
PROPERTY TAXATION UNDER THE)
STRATEGIC INVESTMENT PROGRAM)

WHEREAS, the legislative Assembly has declared that a significant purpose of the Strategic Investment Program (SIP) ORS 307.123 and ORS 285.600-285.620 is to improve employment in areas where eligible projects are to be located by encouraging business firms that will benefit from an eligible project to hire employees from the region in which the project is to be located whenever practicable; and

WHEREAS, SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, Amazon Data Services, Inc., proposes to build and operate one or more data center facilities, situated in Morrow County, located on (Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24)) and has approached Morrow County about the SIP; and

WHEREAS, a public hearing was held on April 5, 2023 before the Board of Commissioners at the Morrow County Government Center in Irrigon, Oregon, to provide public information and to provide for public input regarding a property tax exemption under the SIP for the Amazon Data Services, Inc., Data Center Project; and

WHEREAS, Amazon Data Services, Inc. and Morrow County have entered into an agreement that requires, among other things, that Amazon Data Services, Inc., pay a Community Service Fee to Morrow County.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Morrow County requests that the Oregon Business Development Department exempt the Amazon Data Services, Inc., Data Center Project located within Morrow County (Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24)) from property taxation under the SIP; and

IT IS HEREBY FURTHER RESOLVED that Morrow County appoints the County Assessor for Morrow County to serve in the capacity of the local administrator for the SIP in Morrow County; and

IT IS HEREBY FURTHER RESOLVED that the SIP administrator shall assist Amazon Data Services, Inc., in submitting certified copies of this Resolution and other evidence of Morrow County's fulfillment of provisions under ORS 285C.609 to the Department.

Dated this 5th day of April 2023.

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

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

Approved as to Form:

Justin Nelson
Morrow County Counsel
OSB #074460