

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, July 3, 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 dated July 5<sup>th</sup>; Two Payroll Payables June 18<sup>th</sup>, \$183,623.91 & June 24<sup>th</sup>, \$191,147.09
  - b. Minutes: June 5<sup>th</sup>;
  - c. Appoint Reclassification Appeal Committee
  - d. Twelfth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement #154124 for the Financing of Public Health Services
  - e. District Attorney Office Vehicle Purchase
  - f. Extension of Intergovernmental Agreement with Community Counseling Solutions
  - g. Loop Bus Pre-Purchase Authorization
  - h. SRO agreement with Ione School District and Morrow County School District 2018-19 and 2019-20
  - i. MCSO and CCS contract for services 2018-19 and 2019-20
  - j. Jail Use Contract with Umatilla County 2019-20
- 5. Legislative Updates**
- 6. Department Reports**
  - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
- 7. Business Items**
  - a. Irrigon Building Update (Darrell Green, Administrator)
  - b. 2020 Census (Darrell Green, Administrator)
  - c. Community Counseling Solutions Quarterly Report (Kimberly Lindsay, CCS Executive Director)
- 8. Department Reports, continued**
  - a. Administrator's Monthly Report (Darrell Green)
  - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
  - c. County Counsel/District Attorney Quarterly Report (Justin Nelson, D.A.)
  - d. Fair Office Quarterly Report (Ann Jones, Fair Secretary)
- 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](http://www.co.morrow.or.us/boc) under "Upcoming Events"). Meeting Packets can also be found the following Monday.

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.

**Board of Commissioners Meeting Minutes**  
**June 5, 2019**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present**

Chair Jim Doherty  
Commissioner Melissa Lindsay  
Commissioner Don Russell  
Darrell J. Green, Administrator

Roberta Lutchter, Executive Assistant  
Kate Knop, Finance Director  
Justin Nelson, County Counsel  
Karmen Carlson, Human Resources Director

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

**City & Citizen Comments:** Bob Mahoney, life-long Morrow County resident, brought up several concerns.

- He asked the County and Public Works to do a better job communicating with constituents.
- He asked that the County and/or State each take care of the full right-of-way when it comes to spraying weeds.
- He said the 21 Road was graded this winter while he and his neighbors plowed out Spring Hollow Road themselves. He said during the winter there are no residents or livestock off the 21 Road and it should be closed, not plowed.
- He suggested the County and landowners work cooperatively on some projects, such as installing cattle guards and culverts.
- He questioned Public Works' four-day workweek because it doesn't allow flexibility to do road work during peak conditions. For instance, timing road grading to follow precipitation. He asked about hiring a contractor for work that needs to be done on those days (Friday-Sunday).
- Mr. Mahoney asked why nothing happened after the County declared a drought emergency last summer. Commissioner Lindsay said she worked extensively with multiple State and Federal partners to successfully obtain the declaration. Morrow County received the State declaration, however, it rained two weeks too early, so the County was not granted the Federal drought declaration.

Chair Doherty thanked Mr. Mahoney for the input and said answers would be obtained from Public Works. He also suggested he talk to his Road Committee representative and attend those meetings, which are public meetings.

**Open Agenda:** Commissioner Lindsay requested to add two discussions: the first about the Road Agreement with Vadata, and the second concerning the Eastern Oregon Workforce Board.

**Consent Calendar**

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

1. *Accounts Payable, May 30<sup>th</sup>, \$160,718.20 & June 6<sup>th</sup>, \$147,820.16; Manual Check Run, May 21<sup>st</sup>, STF Loop Drivers, \$2,100; Two Payroll Payables, May 15<sup>th</sup>, \$580.15 & May 21<sup>st</sup>, \$167,709.06*
  2. *Minutes: May 8<sup>th</sup>, 15<sup>th</sup> & 22<sup>nd</sup>*
  3. *Tenth and Eleventh Amendments to Oregon Health Authority 2017-2019 Agreement #154124 for the Financing of Public Health Services (additional \$10,000 for Student Based Health Center and \$3,118 for Reproductive Health); and authorize Chair Doherty to sign on behalf of the County*
  4. *Contract with Blue Line Transportation Co. Inc., for the supply, delivery and application of liquid asphalt emulsion; amount \$873,000*
  5. *Agreement with Century West Engineering Corporation for Engineering Aviation Project Services, effective May 22, 2019*
  6. *Intergovernmental Services Agreement #DOR-161-19 with the Department of Revenue for map maintenance and related cartographic activities to be performed by DOR for Morrow County; for fiscal year July 1, 2019 to June 30, 2020; total cost \$18,000*
- Commissioner Lindsay seconded. Unanimous approval.*

### **Legislative Updates**

Darrell Green, Administrator, discussed a bill that passed that allows diversion opportunities for juvenile offenders instead of incarceration at youth facilities. Brief discussion.

Commissioner Russell talked about the upcoming vote on Senate Bill 2020, related to carbon reduction. He said it will probably pass, much to the chagrin of everyone outside the Portland metro area.

### **Department Reports**

#### Treasurer's Monthly Report

Gayle Gutierrez, Treasurer

Ms. Gutierrez reviewed her report. Commissioner Lindsay noted the addition of the activity reports for the Local Government Investment Pool (LGIP) account and thanked her for including them.

### **Business Items**

#### Order No. OR-2019-10 – Authorizing Treasurer to Invest Funds

Ms. Gutierrez

The Order was tabled until after a Work Session later in June to discuss an investment policy and investment committee for the County.

#### Wildhorse Foundation Grant Agreement

Sheree Smith, Public Health Department Director

Ms. Smith said the Health Department would like to purchase a \$42,278 generator for the Boardman Clinic and identified \$30,000 within the Emergency Preparedness budget, but that left \$13,278 still lacking. She applied for a \$20,000 Wildhorse Foundation grant and received

notification of a \$10,000 award. She asked the Board to approve the Wildhorse Foundation Grant Agreement Form.

*Commissioner Russell moved to accept the agreement with the Wildhorse Foundation in the amount of \$10,000 and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.*

Purchase Pre-Authorization Request, Public Health Department Generator

Ms. Smith

Ms. Smith reviewed the three bids and explained the funds will come from the Emergency Preparedness budget, Wildhorse Foundation Grant, and additional funds received through the Oregon Health Authority Agreement #154124, Amendment 8.

*Commissioner Lindsay moved to approve and authorize the purchase of a generator, including installation, from Gordon's Electric Inc. in the amount of \$42,278, and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.*

Knowledge Capital Alliance, Software Service Agreement

Ms. Smith

Ms. Smith explained the Eastern Oregon Modernization Collaborative represents 14 eastern Oregon counties, which identified the need for a data collection “dashboard” tool to be used by Public Health Department employees. The Collaborative will pay each county’s invoice, so there is no cost to Morrow County. However, each county needs to sign and authorize the Software as a Service Agreement with Knowledge Capital Alliance, said Ms. Smith.

*Commissioner Lindsay moved to approve the Knowledge Capital Alliance Software as a Service Agreement, VMSG Dashboard Performance Management System, effective for one year upon receipt of payment or upon a mutually agreed alternate date; subscription can be renewed for a term of one year; and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.*

Statewide Emergency Preparedness Exercise – Operation OX 2019 After-Action Report

Shelley Wight, Emergency Preparedness/Communicable Disease

Ms. Wight discussed the three day exercise held from April 30<sup>th</sup> - May 2<sup>nd</sup> in La Grande. She said this type of exercise had never been held and, in part, simulated how to determine the distribution of resources in the event of an emergency. Resources, for example, include food, water, medicine, doctors, nurses, and volunteers. Participants included Morrow, Union and Baker Counties, the Oregon Health Authority and Region 9 Eastern Oregon Medical Reserve Corps (EOMRC). She said the EOMRC is regional, as the name implies, whereas all other MRCs represent single counties. This means the seven-county EOMRC and single county MRCs vie for the same resources. She went on to describe the challenges this represented during the exercise, how she resolved them, and then reviewed her recommendations to the State.

Ms. Wight also informed the Board of an upcoming community discussion that will take place June 25<sup>th</sup> regarding blue-green algae at the Willow Creek Reservoir. Representatives from the Army Corps of Engineers and the Oregon Health Authority will be on-hand, as will the biologist from the University of Idaho who routinely monitors the levels of blue-green algae at the reservoir.

#### Reclassification Request Update

Karmen Carlson, Human Resources Director

For background purposes, when an employee files an application for reclassification, a salary range for that particular job description is established using the JOBMEAS™ evaluation method. If the employee disagrees with the salary range results, the next step according to Personnel Policy is for HR to conduct a salary survey of the three counties both larger and smaller. Ms. Carlson discussed her salary survey relative to a request for reclassification from an employee in the Public Health Department. She then asked the Board to concur, or not, that a salary survey was conducted. The Commissioners posed several questions to Ms. Carlson but ultimately concurred a salary survey was completed.

#### Appeal Committee for Reclassification Requests

Ms. Carlson said an Appeal Committee to review disputed reclassification request results has never been established and requested that such a committee be formed. She outlined the structure, as established in Personnel Policy, and said she would return in the near future with names for consideration as appointees.

#### Commercial “Through-the-Fence” Airport Access Agreement with John L. Boyer

Sandi Pointer, Public Works Management Assistant

Ms. Pointer explained the Lexington Airport Master Plan requires neighboring landowners who conduct business at the airport be charged an access fee. John L. Boyer is the only neighboring landowner who conducts such business, said Ms. Pointer, who then requested that the agreement be approved.

*Commissioner Russell moved to approve the Commercial Through-the-Fence Airport Access Agreement for John L. Boyer, doing business as Gar Aviation; effective dates July 1, 2019 through June 30, 2024. Access fee to be based upon commercial tie-down rental fee which is \$75 per month for each aircraft engaged in commercial use. This rental fee is subject to annual adjustments. Commissioner Lindsay seconded. Discussion: Ms. Pointer explained her goal to have a courtesy car available at the airport. Commissioner Lindsay said she’s brought up the same idea several times, and then asked Commissioner Russell if he was opposed to the idea, as a former pilot. Commissioner Russell said if we want people to do business in the County, it’s “a must.” Mr. Green said there will soon be two vehicles ready for surplus. Commissioner Lindsay requested Ms. Pointer come forward with a detailed proposal. Chair Doherty said a courtesy vehicle would be a “county friendly service.” Unanimous approval.*

### Award Bid, Fence Construction Services

Ms. Pointer said a Request for Qualifications was released for Fence Construction Services and one response was received. A panel reviewed the response and recommended awarding the bid to Farm City Fence.

*Commissioner Russell moved to award the bid for Fence Construction Services to Farm City Fence. Commissioner Lindsay seconded. Unanimous approval.*

### Award Bid, Willow Creek Road Signing Project

Matt Scrivner, Public Works Director

Mr. Scrivner said Morrow County qualified for \$136,485.70 in funding from the All Roads Transportation Safety Program (ARTS) for safety improvements on Willow Creek Road. That agreement with the Oregon Department of Transportation was signed on January 9, 2019 and Mr. Scrivner requested to award the bid for the signing project to Cartello Construction, Inc., in the amount of \$55,389. He said engineering and staking for sign placement will be invoiced separately by Ferguson Surveying & Engineering.

*Commissioner Russell moved to award the bid for the Willow Creek Road signing project to Cartello Construction, Inc., in the amount of \$55,389. Commissioner Lindsay seconded. Unanimous approval.*

### R-2019-11 – Declaring June 12, 2019 as Larry Lindsay Day in Morrow County

Commissioner Lindsay said Larry Lindsay's retirement after 52 years of service to the Port of Morrow warranted special consideration, so she requested the Resolution.

*Commissioner Lindsay moved to approve Resolution No. R-2019-11 – In the Matter of Declaring Wednesday, June 12, 2019 as Larry Lindsay Day for all of Morrow County. Commissioner Russell seconded. Discussion: Commissioner Russell said the amount of change accomplished in those 52 years has been phenomenal. He said the Port started with a few guys sitting around and talking at Boardman City Hall who had big ideas, a \$500 loan, and not much else. Chair Doherty agreed it has gone through quite a change. Unanimous approval.*

Commissioner Russell offered to make the presentation to Mr. Lindsay at this afternoon's open house.

### Irrigon Building Update

Darrell Green, Administrator

Mr. Green said he anticipated presenting the final draft agreement with Hill International on June 12<sup>th</sup> with final signature by the Board expected June 19<sup>th</sup>. The next step will be the kick-off meeting on June 20<sup>th</sup> which begins the process to choose a contractor. That meeting will include the Commissioners, the consultant, Hill International, and the evaluation committee, which is yet to be determined. After discussion, it was decided the make-up of the evaluation committee will be finalized on June 12<sup>th</sup>.

## **Department Reports, continued**

### Administrator's Monthly Report

Mr. Green reviewed his report of activity for May.

### Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

Lt. Ross presented the monthly statistics for May. After a brief discussion about the new report format, she said one deputy has now been assigned to Code Enforcement duties, rather than it being the responsibility of all deputies. Patrol Deputy Oscar Madrigal will be the specialist but other deputies might still refer Code complaints to him and respond to Code calls. Chair Doherty commented a Work Session on Code Enforcement is still scheduled for July 12<sup>th</sup>.

**Break:** 11:00-11:08 a.m.

## **Open Agenda Items**

### Eastern Oregon Workforce Board (EOWB)

Commissioner Lindsay said she's been in discussion with Umatilla County Commission Chair George Murdock about each county's dissatisfaction with the EOWB and the prospect of a joint request to the State for a new Workforce Area designation to consist of Morrow and Umatilla Counties only. If such a designation occurs, she said the Umatilla County Board of Commissioners proposed the new Workforce Area be centered out of the Port of Morrow. During the discussion that followed, the Commissioners primarily talked about two things: 1.) The advantages to the citizens of Morrow County if the new designation takes place, and 2.) The multiple examples of how the current configuration puts Morrow and Umatilla Counties at a disadvantage as far as funding and in decision-making. It was decided to schedule this topic for the next meeting as several questions remained unanswered.

### Vadata Road Use Agreement – Olson Road, Wilson Lane, Laurel Lane

Commissioner Lindsay said the County did not create an authority or committee to negotiate land acquisitions, easements, or expansions that might be necessary for the County to fulfill its obligations in the agreement signed on February 27, 2019. Lengthy discussion ensued.

*Commissioner Lindsay moved to create a committee consisting of Commissioner Russell, County Administrator, Darrell Green, Public Works Director, Matt Scrivner, and County Counsel, Justin Nelson overseeing legal aspects. Commissioner Russell seconded. Unanimous approval.*

## **Correspondence**

- Oregon Department of Energy Public Notice, Boardman to Hemingway Transmission Line Project, schedule of Public Hearings in eastern Oregon on the Draft Proposed Order and Request for Comment.



## **Commissioner Reports**

- Meetings attended by Commissioner Lindsay: NextEra/Wheatridge meeting as the liaison to negotiate their road use agreement, along with Mr. Scrivner and Mr. Green. She said she has been impressed by NextEra/Wheatridge's level of communication and how well prepared they are for these meetings. Commissioner Lindsay also talked about a meeting on possible opportunities at the former Kinzua Mill site in Heppner that included Port of Morrow Commissioner Jerry Healy, Kim Cutsforth, Executive Director of the Howard & Beth Bryant Foundation, and in-coming Port of Morrow Commissioner John Murray.

County business: Commissioner Lindsay requested a conversation about four-day workweeks. She said Public Works received Board approval for administrative staff to move to a four-day work week but issues have been brought to her attention. Chair Doherty added it was with the caveat it be reevaluated after six months, but that never took place.

- Commissioner Russell said the Port of Morrow plans to bring in a car crusher this fall to deal with vehicles accumulating by a tenant. This might be an opportunity for the County to "piggyback" on that to help with abandoned vehicles. Since economic development groups receive community enhancement funds from the Columbia River Enterprise Zone II Board, he said he contacted those groups about helping to fund this since it costs about \$50 per vehicle. Commissioner Russell contacted U.S.D.A Wildlife Specialist Chris Lulay to talk about possible predator control on the Bombing Range. Mr. Lulay asked for contact information for the public information officer at Whidbey Island and said he would prepare a report documenting the number of predators killed in close proximity to the Bombing Range.
- Chair Doherty talked about the need to wrap-up concerns expressed by the County Surveyor earlier this year. He also asked about the status of several job vacancies and said the invoice from the Eastern Oregon Counties Association is still being discussed by the group and has not been finalized.

## **Signing of documents**

**Adjourned:** 12:20 p.m.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
40

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

Staff Contact: Karmen Carlson
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 7/3/2019

Reclassification Appeal Committee Recommendations

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: 5 min
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:

Karmen Carlson 6/26/2019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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**  
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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

As Per Policy 6.4 (see attached) Human Resources has requested participation from Elected, Management, and the three Union entities and has been successful in receiving voluntary participation to form the committee.

Human Resources is recommending the following Morrow County Employees/Elected Officials to serve with the following terms:

Elected - 1 year term

Gayle Gutierrez  
Mike Gorman - Alternate

Management - 2 year term

Matt Scrivner  
Carla McLane - Alternate

Union Representative - 3 year term

General - Kandy Boyd  
Road - Kelly Jones - Alternate  
Teamster - Aaron Haak - Alternate

**2. FISCAL IMPACT:**

None

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

Requesting approval of Appeal Committee members as delivered.

Attach additional background documentation as needed.

## SECTION 6.4 CLASSIFICATION REVIEW AND PROCESS

### **A. Initial Classification/Reclassification**

Initial Classification: To begin the process for a new position, the position is thoroughly defined through the completion of a new Job Description. Attached to the Job Description shall be a memo from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors:

- Mental Requirements
- Physical Requirements
- Social Requirements
- Work Environment
- Accountability

Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description and Explanatory Memo to the Personnel Director before November 1.

The Personnel Director will review the Job Description for completeness and conformity to standards.

Step 1 In order to establish an appropriate Pay Range, the Personnel Director will evaluate the Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the County Court for concurrence. After County Court concurrence, the Personnel Director will prepare a written Notice of Decision. (\*\*See JOBMEAS™ explanation at the end of this Article.)

Step 2 If the Submitter does not agree with the salary range established by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The Personnel Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.

After the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request For Review, as outlined below. The Personnel Director's decision will be implemented if a Request For Review is not submitted by the deadline.

**B. Request For Review** - A Request For Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request For Review must be delivered to the Personnel Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and

what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the Personnel Director reviews the request, the Submitter may elaborate in person regarding their written Request For Review or they may have their written request stand alone.

As at the first phase, after the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See **C. Appeal** below). The Personnel Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request For Review if the position was not first Reclassified. Likewise, a Request For Appeal may not be submitted if a Request For Review was not first observed.

**C. Appeal** - The Appeal Notice must be submitted in writing to the Personnel Director within thirty (30) calendar days of the date of the Request For Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following;

- a. One employee representative (from any of the three Morrow County bargaining units).
- b. One (1) Management representative.
- c. One (1) Elected Official, however, not a member of the County Court.
- d. Personnel Director

The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the Personnel Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The Personnel Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including: the Job Description and Submitter Explanatory Memo; Personnel Director Notice of Decision(s); the documentation prepared in the Request For Review; and the Request For Appeal.

The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the County Court for concurrence. After County Court concurrence, the results will be provided to the Submitter in a Final Notice of Decision.

**D. County Court Appeal** – The Submitter may appeal the decision of the Appeal Committee to the County Court. The County Court will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision.

The County Court will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the County Court. The results of the County Court deliberations will be provided to the Submitter in a Final Notice of Decision.

The decision of the County Court is final.

\*\* JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
4d

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
Department: Public Health Requested Agenda Date: 7/03/19
Short Title of Agenda Item: OHA Agreement #154124-12

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 (OHA)
Contractor/Entity Address: 800 NE Oregon Street, Suite 465B, Portland, Or 97232
Effective Dates - From: July 1st, 2017 Through: June 30th, 2019
Total Contract Amount: \$300,037 (w/ \$2,455 increase) Budget Line: 101-114-3-30-3470
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith 06/24/19 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson (per email) 6-25-19 County Counsel \*Required for all legal documents
Kate Knop (per email) 6-28-19 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

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

OHA Agreement #154124-12 2019 IGA

Tobacco Prevention Education Program (TPEP) funds allocated a total of \$74,547 to Morrow County for the provision of the TPEP Program in the 2017 - 2019 Biennium.

FY 2018, Morrow County was awarded \$37,359, which was under spent by \$2,455 for a total expense in FY 2018 of \$34,904. As this was the first half of the Biennium, the remaining funds were to "roll forward" into FY 2019.

See Attachment A for detailed fiscal information.

FY 2019, Morrow County was awarded \$37,188 which did not include the unspent funds (\$2,455) from FY 2018. The remaining "rollover" funds are being restored to the TPEP program for FY 2019, for a total allocation of \$39,643 in Amendment #12.

See Attachment B for detailed fiscal information.

## **2. FISCAL IMPACT:**

Additional funding will be utilized to continue support of personnel, services and activities within the TPEP program

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document to be returned to the State for full execution.

Attach additional background documentation as needed.



Agreement #154124



**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, acting by and through its Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2018 (FY18) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) 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. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY18 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. 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.

8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

By: \_\_\_\_\_  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

*Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.*

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award (FY18)**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2
<b>1) Grantee</b> Name: Morrow County Health Department  Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836	<b>2) Issue Date</b> May 14, 2019	<b>This Action</b> AMENDMENT FY2018
		<b>3) Award Period</b> From July 1, 2017 Through June 30, 2018
<b>4) OHA Public Health Funds Approved</b>		
<b>Program</b>	Previous Award	Increase/ (Decrease)
Grant Award		
PE 01 State Support for Public Health	14,064	0
PE 12 Public Health Emergency Preparedness	67,283	0
PE 13 Tobacco Prevention & Education	37,359	-2,455
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	18,678	0
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	3,477	0
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	5,409	0
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	12,620	0
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	1,853	0
PE 42 Babies First FAMILY HEALTH SERVICES	5,934	0
PE 42 MCH Title V -- Oregon MothersCare FAMILY HEALTH SERVICES	2,845	0
PE 43 Immunization Special Payments	8,517	0
PE 44 School Based Health Centers FAMILY HEALTH SERVICES	60,000	0
<b>5) FOOTNOTES:</b>		
a) \$18,678 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) \$67,283 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. c) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). d) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17.		
<b>6) Capital Outlay Requested in This Action:</b>		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>
<b>PROG.</b>	<b>APPROV</b>	

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
<b>1) Grantee</b> Name: Morrow County Health Department  Street: P. O. Box 799 City: Heppner State: OR Zip Code: 97836		<b>2) Issue Date</b> May 14, 2019	<b>This Action</b> AMENDMENT FY2018
		<b>3) Award Period</b> From July 1, 2017 Through June 30, 2018	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 44 School Based Health Centers - Mental Health Expansion FAMILY HEALTH SERVICES	40,000	0	40,000
TOTAL	278,039	-2,455	275,584
<b>5) FOOTNOTES:</b>          			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

**Attachment B  
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
<b>1) Grantee</b> Name: Morrow County		<b>2) Issue Date</b> May 15, 2019	<b>This Action</b> AMENDMENT FY 2019	
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		<b>3) Award Period</b> From July 1, 2018 Through June 30, 2019		
<b>4) OHA Public Health Funds Approved</b>				
	<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE01	State Support for Public Health	14,015	0	14,015
PE12	Public Health Emergency Preparedness and Response (PHEP)	80,723	0	80,723
PE13	Tobacco Prevention and Education Prgram (TPEP)	37,188	2,455	39,643
PE41	Reproductive Health Program	2,869	0	2,869
PE42-01	MCAH Title V CAH (FY18-19)	5,523	0	5,523
PE42-02	MCAH Title V Flexible Funds (FY18-19)	12,884	0	12,884
PE42-03	MCAH Perinatal General Funds & Title XIX	1,890	0	1,890
PE42-04	MCAH Babies First! General Funds	6,039	0	6,039
PE42-05	MCAH Oregon Mothers Care Title V (FY18-19)	3,141	0	3,141
PE42-06	MCAH General Funds & Title XIX	3,546	0	3,546
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	8,365	0	8,365
PE44-01	SBHC Base	70,000	0	70,000
PE44-02	SBHC - Mental Health Expansion	40,000	0	40,000
PE46	RH Community Participation & Assurance of Access	8,281	0	8,281
PE46-01	RH Community Participation & Assurance of Access - (April-June)	3,118	0	3,118
		297,582	2,455	300,037
<b>5) Foot Notes:</b>				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE41	1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR      Zip Code: 97836		<b>2) Issue Date</b> May 15, 2019	<b>This Action</b> AMENDMENT FY 2019
		<b>3) Award Period</b> From July 1, 2018 Through June 30, 2019	
<b>4) OHA Public Health Funds Approved</b>			
Program		Award Balance	Increase/ (Decrease)      New Award Bal
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.	
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.	
PE42-03	1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-04	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-05	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-05	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.	
PE42-06	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE43	1	All Award Must be Spent by the End of June 30, 2019	
PE43	2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.	
PE46-01	1	Award period is April 1, 2019 through June 30, 2019. Fund must be expended by June 30, 2019	
<b>6) Comments:</b>			
PE12	Operation OX: MCM Mini Grant Award \$4,947		
PE13	5/2019: Amendment for \$2,455 due to underspending in the previous year		
PE42-01	\$1,381 must be spent from 7/1/18 to 9/30/18. \$4,142 must be spent from 10/1/18 to 6/30/19.		
PE42-02	\$3,221 must be spent from 7/1/18 to 9/30/18. \$9,663 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$785 must be spent from 7/1/18 to 9/30/18. \$2,356 must be spent from 10/1/18 to 6/30/19.		
PE44-01	PE44-01 Additional Funding Award 03-2019		
PE46	PE46 7 Month award 9/1/18 to 3/31/19		
<b>7) Capital outlay Requested in this Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

4e



Pre-Purchase Authorization  
\$10,000 to \$30,000  
Requires County Administrator Approval

Department: District Attorney

Phone Number (Ext): 5627

Purchase Request: Replacement Vehicle

Requested Decision Date: 7/1/2019

<input type="checkbox"/> N/A Contractor/Entity:	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity: Power	
Address: P.O. Box 36, Newport, OR	
Total Contract Amount: \$26,990.00	
Date: July 1, 2019	
Budget Line: 101-111-5-40-4105	<input type="checkbox"/> <input type="checkbox"/>

Reviewed By:

JWN Approved- 6-26-2019 DATE Department Director Required for all BOC meetings

D.Green email 6-26-19 DATE Administrator

JWN Approved- 6-26-2019 DATE County Counsel

\*Required for all legal documents

K.Knop email 6-27-19 DATE Finance Office

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

N/A DATE Human Resources

\*If appropriate

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

- The Board of Commissioners and Budget Committee approved a new vehicle purchase for the District Attorney Office. The amount approved was \$28,000.00.
- I have previously presented information on the vehicle purchase, and I have been working both local dealership in Hermiston and the State Bid Contract holder (Power) for the past year or so since I have presented this a few times.
- I reached out to the State Contract holder for a bid prior to budget process. I worked with the state contract rep, Dan Kasinger, and he located a white Jeep Grand Cherokee that fit the needs. This was a 2019 version, and he ended-up holding that Jeep to the side since he indicated he did not believe he would be able to obtain a 2019 version easily after July. He indicated that the 2020 models increased prices.
- The vehicle request for the BoC and budget committee for the \$28,000 was for the Jeep Grand Cherokee, and based upon the quote from the state contract holder.
- I have reached out to Hermiston Chrysler-Jeep-Ram for a quote of a Grand Jeep Cherokee that was \$28,000 or less. I did not receive a response after email and phone call.
- I believe that the cost of going and picking up the vehicle should also be taken into account when getting a vehicle. With that in mind I informed the State contract that the budgeted amount was only \$28,000. They have agreed to include delivery to Heppner as a part of this quote.
- Power is the State contract holder for Jeep's. No additional procurement process is necessary with purchase from the state contract holder. I did reach out for a local quote that may be able to be \$28,000 or lower, but did not receive a response.

## 2. FISCAL IMPACT: \$26,990.00

## 3. SUGGESTED ACTION(S): Request approval of the purchase of the attached 2019 Jeep Grand Cherokee from Power.

\* Attach additional background documentation as needed.



Abhi Justin Nelson

Morrow County  
100 Court St.  
Heppner, Or 97836

POWER CHRYSLER JEEP DODGE  
1217 N COAST HWY  
NEWPORT, OR 973652499

Configuration Preview

Date Printed: 2019-06-26 5:12 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1 *Quote*  
Status: BA ~~Pending order~~  
FAN 1: 48979 State of Oregon

FAN 2:  
Client Code:  
Bid Number: TB9280  
PO Number:

Sold to:  
POWER CHRYSLER JEEP DODGE (68811)  
1217 N COAST HWY  
NEWPORT, OR 973652499

Ship to:  
POWER CHRYSLER JEEP DODGE (68811)  
1217 N COAST HWY  
NEWPORT, OR 973652499

Vehicle: 2019 GRAND CHEROKEE LAREDO 4X4 (WKJH74)

	Sales Code	Description	MSRP(USD)
Model:	WKJH74	GRAND CHEROKEE LAREDO 4X4	33,695
Package:	2BE	Customer Preferred Package 2BE	,550
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*A5	Cloth Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	TBP		150
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9280	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

*36,890 Retail*

*Price Morrow County*

*\$ 267,000.00*

*.5% tax 133.00*

*Ex plates title, Reg. 157.00*

*total \$ 26,990.00*

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name: morrow county  
Customer Address: 100 court st  
Heppner OR 97836 USA

Instructions  
**POWER**  
Chrysler-Jeep  
Dodge-Ram  
PO Box 360  
Newport, OR 97365  
503-871-0703 Cell

*Don Kammig  
Gov Fleet Mgr.*

*Fab Heppner*

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Power Train

Package Details

Package Contents	FWP (USD)	MSRP (USD)
3.6L V6 24V VVT Engine Upg I w/ESS	0	0
8-Spd Auto 850RE Trans (Make)	0	0
Bright Side Roof Rails	0	0
Power 4-Way Driver Lumbar Adjust	0	0
Power 8-Way Drvr/Manual Pass Seat	0	0
Package Value Price	753	1550
<b>NET PACKAGE PRICE</b>	<b>753</b>	<b>1550</b>

Power Driver Seat

*Standard Equipment 4 pages*

Standard Features - WKJH74-GRAND CHEROKEE LAREDO 4X4

C1B	#2 Seat Foam Cushion
X9B	1-Yr. SiriusXM Radio Service
JJ3	118 MPH Maximum Speed Calibration
JKP	12V Auxiliary Power Outlet
JCE	140 MPH Primary Speedometer
BAB	160 Amp Alternator
WF4	17X8 0 Silver Aluminum Wheels
W1G	18" Compact Steel Spare Wheel
DJC	195MM Front Axle
DRH	195MM Rear Axle
NF4	24.6 Gallon Fuel Tank
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS
MWT	4X4 Badge
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp Maintenance Free AGM Battery
RFJ	7.0" Touch Screen Display
DFT	8-Spd Auto 850RE Trans (Make)
RD3	Accent Color Shark Fin Antenna
GAP	Acoustic Laminated Front Door Glass
GAK	Acoustic Windshield
CBD	Active Head Restraints
CG3	Advanced Multistage Front Air Bags
HAF	Air Cond ATC w/Dual Zone Control
JMA	Air Filtering
CHQ	Anchor Pre-Tensioner
XSG	Anodized Gun Metal Interior Accents
BRY	Anti-Lock 4-Wheel Disc Brakes
RFP	Apple CarPlay
LMG	Automatic Headlamps
JJM	Auxiliary 12-Volt Rear Power Outlet
CTL	Base Door Trim Panel
XCU	Base Selec-Terrain (TM) System
BC1	Battery - 130 Amp Auxiliary
MRW	Black Claddings
MW8	Black Roof Molding
XAN	Blind Spot and Cross Path Detection
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MLA	Body Color Fascias
MFN	Body Color Grille w/Bright Inserts
MVL	Bright Chrome Exterior Badging

Standard Features - WKJH74-GRAND CHEROKEE LAREDO 4X4

MMP	Bright Day Light Opening Moldings
MNP	Bright License Plate Brow
XJM	Capless Fuel Fill w/o Discriminator
CKT	Cargo Tie Down Loops
CG6	Center Rear 3-Point Seat Belt
CGU	Child Seat Anchor System-LATCH Ready
CF4	Child Seat Upper Tether Anchorages
*A5	Cloth Bucket Seats
TBK	Compact Spare Tire
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
LM1	Daytime Running Headlamps, Low Beam
GEG	Deep Tint Sunscreen Glass
X82	Door Parts Module
CGY	Drv Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
LAR	ECC Mode Button
SBL	Electric Power Steering
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
NHJ	Exterior Mirrors w/Heating Element
CKD	Floor Carpet
X9H	For More Info, Call 800-643-2112
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCS	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
CUF	Full Length Floor Console
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
MVB	Grand Cherokee Badge
MFL	Gunmetal Headlamp Bezels
Z6K	GVW Rating - 6500#
LME	Halogen Quad Headlamps
X8Y	Headliner Parts Module
BNG	Hill Start Assist

Standard Features - WKJH74-GRAND CHEROKEE LAREDO 4X4

HGA	Hood Insulation
CWP	Illuminated Cupholders
LAC	Illuminated Entry
JBM	Instr. Panel Bright Chrome Bezel
X81	Instrument Panel Parts Module
RTP	Integrated Center Stack Radio
MXR	Integrated Liftgate Rear Spoiler
XRB	Integrated Voice Command w/Bluetooth
MVC	Jeep Badge
GX4	Keyless Enter-N-Go
MZK	Laredo Badge
CVW	Leather Wrapped Shift Knob
SCV	Leather Wrapped Steering Wheel
LAY	LED Tailamps
MFP	Light Headlamp Bezel Finish
CXG	Lock On Sync Tire Press Sensor
CLX	Luxury Front & Rear Floor Mats
JP8	Manual Adjust Seats
RS6	Media Hub (2 USB, Aux)
APA	Monotone Paint
XA8	Non Adjustable Pedals
SDA	Normal Duty Suspension
CUN	Overhead Console
TY8	P245/70R17 BSW On/Off Road Tires
XH3	Parksense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
XJA	Power Locking Fuel Filler Door
JPB	Power Locks
LNN	Premium Fog Lamps
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
XPF	Protective Coating and Remover
JP3	Pwr Front Windows, 1-Touch Up & Down
DHY	Quadra-Trac I (R) 4WD System
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
CFN	Rear 60/40 Folding Seat
X8U	Rear Fascias Parts Module
X91	Rear Suspension Damper Parts Module

Standard Features - WKJH74-GRAND CHEROKEE LAREDO 4X4

X85	Rear Suspension Parts Module
GNA	Rear View Day/Night Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry
GXD	Remote Proximity Keyless Entry
X8Z	Seat Parts Module
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
NHM	Speed Control
XG8	Sport Mode
NMB	Standard Duty Engine Cooling
RDZ	Steering Wheel Mounted Audio Cds
XHZ	Stop-Start Dual Battery System
GNC	Sun Visors w/Illum Vanity Mirrors
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GB8	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

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

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

WHEREAS, said contract is set to expire on June 30, 2019, and

WHEREAS, County is awaiting the Oregon Health Authority 2019-2021 mental health services contract; and

WHEREAS, additional time was necessary to prepare the contract between County and Provider; and

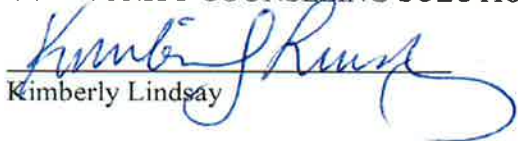
WHEREAS, Board of Commissioners on June 26, 2019 voted and agreed to extend the contract for an additional 90 days; and

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

- "Contract Between Morrow County and Community Counseling Solutions, Inc." (attachment 1), shall be extended an additional 90 days.
- The effective date of this extension is June 30, 2019.

**PROVIDER**

COMMUNITY COUNSELING SOLUTIONS INC.

  
Kimberly Lindsay

Date: 7/1/19

**COUNTY**

MORROW COUNTY BOARD OF COMMISSIONERS

Date: July 3, 2019 (Approved by Motion on June 26, 2019)

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Don Russell, Commissioner

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

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

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

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

WHEREAS, County has entered into the 2017 – 2019 County Financial Assistance Contract with the Oregon Health Authority, hereinafter referred to as "OHA," to receive funding to obtain necessary services by contracting with a provider of said services; and

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

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

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

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

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

**A. PROVIDER REPRESENTATIONS**

- 1 **Proof of Certification:** Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
- 2 **Compliance with Regulations:** Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement.



- 3 **Independent Contractor:** Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
- 4 **Legal Compliance:** Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
- 5 **Hold Harmless:** Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
- 6 **Automobile Insurance:** Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
- 7 **Liability Insurance:** Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, comprehensive or commercial general liability insurance coverage, bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this Agreement. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applied.
- 8 **Workers' Compensation Insurance:** Provider, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their workers. This shall include employers' liability insurance with coverage limits of not less than \$100,000 each incident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.
- 9 **Certificate of Insurance:** Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

- 10 Non-discrimination: Provider shall make available such necessary mental health services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
- 11 Other Contracts: Provider may make contracts with such other corporations or individuals as can effectively provide portions of the community mental health program, and monitor these contracts to assure contract compliance, adequacy of services and compliance with applicable county, state and federal laws and regulations.
- 12 Financial Audit: Provider shall provide County with a financial review providing County specific supplementary information in relation to financial statements as a whole.

**B. PROVIDER COVENANTS**

- 1 Financial Assistance Contract: Provider shall comply with all applicable provisions of that certain 2017-2019 County Financial Assistance Contract, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
- 2 Scope of Services: Provider shall comply with the following provisions of ORS 430.630:
  - a. Provide basic services for persons with mental retardation, alcohol abuse, alcoholism, drug abuse and drug dependence;
  - b. Provide services as alternatives to state hospitalization, when needed and approved by Department and subject to the availability of funds;
  - c. Provide services to persons with mental or emotional disturbances, subject to the availability of funds;
  - d. Assume responsibility for psychiatric care in state and community hospitals in certain circumstances; and
  - e. Enter into a written contract concerning the policies and procedures to be followed when a patient is admitted to and discharged from the hospital during the period of hospitalization.

- 3 Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.
- 4 Service Elements: Provider shall deliver the following Service Elements as per the descriptions in that certain 2015-2017 Financial Assistance Agreement, between the State of Oregon, acting by and through its Oregon Health Authority, and Morrow County, Exhibit B, attached hereto and by this reference incorporated herein.
- 5 Commitment Services: Provider shall carry out the responsibilities of the community mental health program under ORS 426.060 through 426.223 (involuntary treatment). It is understood Provider shall undertake and have the responsibility of preparing petitions and other court documents incidental to the commitment proceedings; provided pre-commitment consultation, evaluation and related services, schedule mental illness hearings in cooperation with the Morrow County Court and provide such further services in the involuntary treatment of individuals after commitment as may be provided on an outpatient basis. The services outlined in this paragraph are to be performed only if there is available funding from the State, County or other sources to enable Provider to provide such services.

**C. COUNTY COVENANTS**

- 1 Schedule of payment: If any of the funds are received by County, County shall be remitted to Provider upon receipt of funds from Department. This shall occur on a monthly basis.
- 2 Payment of Funds: County shall direct OHA to provide all funds pursuant to this Agreement directly to Provider. County shall provide payment of any funds received from OHA to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
- 3 Holding and Transportation: Per ORS 426.241 it will remain the responsibility of County to provide for pre-commitment holding and transportation costs in excess of \$10,000 per year of allegedly mentally ill persons and to provide court personnel, including assistance of the District Attorney at court commitment hearings.
- 4 Maintenance of Effort: Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of mental health services to the citizens of Morrow County, and to the local budget law, County declares its intention

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

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

#### **D. TERMINATION**

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

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

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

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

#### **E. GENERAL PROVISIONS**

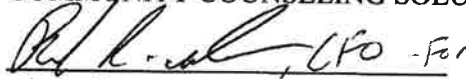
- 1 Effective Date: This Contract is effective July 1, 2017. This Contract shall expire on June 30, 2019. While the signing of this contract may occur after July 1, 2017, the effective date as agreed by all parties shall be July 1, 2017.

- 2 Assignment: No portion of this Agreement shall be assigned by Provider without the prior written consent of County.

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

**PROVIDER**

COMMUNITY COUNSELING SOLUTIONS INC.

  
 Kimberly Lindsay *Kimberly Lindsay*

Date: 7/5/2017

**COUNTY**

MORROW COUNTY BOARD OF COMMISSIONERS

Date: July 5, 2017

ATTEST

  
 Bobbi Childers  
 County Clerk



  
 Melissa Lindsay, Chair

  
 Don Russell, Commissioner

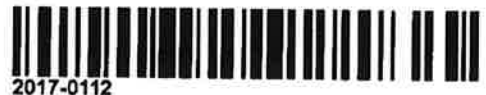
  
 Jim Doherty, Commissioner

APPROVED AS TO FORM



County Counsel  
 Justin Nelson  
 OSC 07746

MORROW COUNTY, OREGON **CJ2017-0112**  
 Commissioners' Journal 07/06/2017 8:50:51 AM



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



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

**AGREEMENT # 153133**

**2017-2019 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE  
DISORDERS, AND PROBLEM GAMBLING SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County**, a political subdivision of the State of Oregon ("County").

**RECITALS**

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Substance Use Disorders, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Substance Use Disorders, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

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

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

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

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, shall determine the need for local Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the most recently submitted and approved Local Plan.

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

### AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2017. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Anita Pranger
Department: The Loop Morrow Co Transportation
Short Title of Agenda Item: Bus
(No acronyms please)

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: July 3, 2019

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

Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Creative Bus Sales
Contractor/Entity Address: 7197 S. Tull Rd, Canby, OR 97013
Effective Dates - From: Through:
Total Contract Amount: 121,228.00 Budget Line: 225-320-5-40-4407
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Anita Pranger 6-28-2019 Department Director

Required for all BOC meetings

[Signature] 7/1/19 Administrator

Required for all BOC meetings

County Counsel

\*Required for all legal documents

K. Knop email 6-28-19 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)

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

ODOT Rail and Public Transportation procurement officer Kathy Holmes had Anita cancel the bus order that was ordered in March of 2017 and never received because the order for that bus was never placed. This is a new bus order that will be payed for out of grant agreement 31435. The grant will cover \$58,325.00 and fund 225 will cover \$62,903.00. This bus replaces our 2000 Ford bus with 196,000 miles.

## 2. FISCAL IMPACT:

The money for this bus will come out of an ODOT grant and fund 225 which has more than enough to cover the cost of the bus.

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

Move to have Anita proceed with the purchase of one 2019 ARBOC 14 passenger bus through Creative Bus Sales in Canby, Oregon as per the ODOT procurement process.

Attach additional background documentation as needed.

**ODOT PUBLIC TRANSIT VEHICLE PURCHASE**

<b>Agency Name:</b> The Loop Morrow County Transportation		<b>Contact Person:</b> Anita Pranger
<b>Grant Agreement No.</b> 31435	<b>Date:</b> June 26, 2019	<b>Phone No.</b> 541-676-5667

**STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION**

<b>Vehicle Useful Life Category:</b>	<b>No. of Vehicles To Be Purchased:</b> 1	<b>No. of Regular Seats:</b> 14	<b>No. of ADA Stations:</b> 2
<b>Required Specifications:</b>	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
<b>Additional Preferred Options:</b>	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	

**PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):**

<b>Required Quotes</b>	<b>Vendor: Creative Bus Sales</b>	<b>Vendor: Schetky Northwest Sales</b>	<b>Vendor:</b>	<b>Vendor:</b>
<b>Vehicle Make/Model Proposed:</b>	2019 ARBOC Spirit of Mobility	No bid received		
<b>Vehicle Base Price:</b>	\$115,392			
<b>Cost of Required Specifications:</b>	\$606			
<b>Total Vehicle Cost With All Required Specifications:</b>	\$115,998	\$0	\$0	\$0
<b>Cost of Additional Preferred Options (if any - enter zero if none):</b>	\$5,230			
<b>Total Vehicle Cost With Required Specifications and Preferred Options:</b>	\$121,228	\$0	\$0	\$0
<b>Lowest Cost Vehicle Selected:</b>	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected

**Comments:**

<b>Agency Representative (enter printed name and title below)</b>	<b>Phone No. / E-mail address (enter below)</b>
Anita Pranger, Transportation Coordinator	541-676-5667 / apranger@co.morrow.or.us
<b>Signature of Agency Representative:</b> <i>Anita Pranger</i>	<b>Date of Signature:</b> <i>June 26, 2019</i>

**The Loop Morrow County Transportation  
 ODOT PUBLIC TRANSIT GRANT  
 PURCHASE ORDER**

**P.O. #**  
 SHOW THIS NUMBER ON ALL PAPERS AND SHIPMENTS  
 PERTAINING TO THIS ORDER

<b>NAME OF ORDERING AGENCY</b> The Loop Morrow Co Transportation	<b>PO DATE</b> June 26, 2019	<b>DELIVERY DATE</b> May 1, 2020	<b>VENDOR CONTRACT NUMBER</b> 4757
<b>VENDOR NAME AND ADDRESS</b> Creative Bus Sales 7197 S Tull Road Canby OR 97013		<b>BILL TO NAME AND ADDRESS</b> The Loop Morrow Co Transportation P.O. Box 495 Heppner, OR 97836	
<b>VENDOR CONTACT PERSON NAME AND PHONE</b> Kimberly Stanchfield, (503) 266-0195, Cell (503) 709-9665		<b>AGENCY CONTACT PERSON NAME AND PHONE</b> Anita Pranger 541-676-LOOP(5667)	
<b>SHIP TO</b> The Loop Morrow County Transportation Heppner, OR 97836		<b>ODOT/PTD GRANT AGREEMENT NUMBER</b> 31435	
		<b>TERMS</b> 30	
		<b>COMMENT</b>	

ITEM NO.	CATEGORY	SUB-CATEGORY	DESCRIPTION	TOTAL SEATS	TOTAL ADA STATIONS	TOTAL SEATS W/ ADA DEPLOYED	QTY	VEHICLE BASE PRICE	VEHICLE OPTIONS TOTAL	TOTAL COST
	D		2019 ARBOC Spirit of Mobility	14	2	12	1	\$115,998.00	\$5,230.00	\$121,228
										\$0
										\$0
										\$0
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										\$0
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										\$0
							<b>TOTAL VEHICLES</b>	1	<b>GRAND TOTAL</b>	\$121,228

**2.7.3 Mandatory purchase order language.**  
 This purchase is submitted pursuant to State of Oregon Solicitation No. **102-2041-14** and Price Agreement No. **0**.  
 The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied. Visit the ODOT-RPTD Web site, [www.oregon.gov/odot/pt](http://www.oregon.gov/odot/pt), to access ORPIN

<b>AUTHORIZED AGENT PRINT NAME</b> Anita Pranger	<b>AUTHORIZED AGENT SIGNATURE</b> <i>X Anita Pranger</i>	<b>SIGNATURE DATE</b> June 26, 2019
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## STANDARD TERMS AND CONDITIONS — STATE OF OREGON — CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. **DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"State" means the state agency making the purchase and is synonymous with "Buyer" as used in ORS chapter 12. "State" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 190.240.

2. **WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

3. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. **DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

5. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. **CASH DISCOUNT:** If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. **PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts. Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

12. **HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

13. **ACCESS TO RECORDS:** The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to

perform examination, and audits and make excerpts and transcripts.

14. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State.

15. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the 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 provision held invalid.

16. **WAIVER:** Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

17. **GOVERNING LAW; JURISDICTION, VENUE:** This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, 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 hereby consents to the in personam jurisdiction of said courts.

18. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. **PAYMENTS REQUIRED** By ORS 279C.505 AND 279B.220: For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **STATE PAYMENT OF CONTRACTOR CLAIMS:** If Contractor fails, neglects or refuses to pay promptly is due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the State may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the State pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

22. **HOURS OF LABOR:** No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

23. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

24. **AWARD TO 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. The State shall withhold final payment under this contract until Contractor has met this requirement.

25. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. **MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05



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

(For BOC Use)
Item #
4h

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

Presenter at BOC: Sheriff Matlack
Department: Sheriff's Office
Short Title of Agenda Item: (No acronyms please) Morrow County School District - MC Sheriff's Office 2018-2019
Phone Number (Ext): 5101
Requested Agenda Date: July 3, 2019

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: Morrow County School District
Contractor/Entity Address: PO Box 100, 235 E. Stansbury, Heppner, OR 97836
Effective Dates - From: Aug 2018 Through: June 2019
Total Contract Amount: Budget Line: 101-113-3-40-4745
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Ken Matlack, 4-30-19 Department Director Required for all BOC meetings
Paul [Signature], 7/10/19 Administrator Required for all BOC meetings
J. Nelson email 6/28/19 County Counsel \*Required for all legal documents
K Knop email 6/28/19 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)**

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

Providing School Resource Officer Services to Morrow County School District.

**2. FISCAL IMPACT:**

Income \$75,000

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

Board of Commissioners sign the Agreement

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT  
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S  
OFFICE**

THIS AGREEMENT commencing on 1st day of August 2018, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

**WITNESSETH:**

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

**NOW, THEREFORE, the parties hereto agree as follows:**

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there are not 40 hours scheduled in the school, the SRO will work for MCSO.
  - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
  - c. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the

SRO's presence is requested. The superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
  - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
  - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
    - a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two payments for the 2018-2019 school year. The first payment of \$37,500 will be due on or before the 15<sup>th</sup> day of December 2018. The second and final payment of \$37,500 will be due on or before the 15<sup>th</sup> day of March 2019. The total payment should not exceed \$75,000.
    - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
    - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
  3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
  4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes



including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2018-2019 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Morrow County School District  
PO Box 100  
235 E. Stansbury St  
Heppner, Oregon 97836

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the

postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.
12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

\_\_\_\_\_  
Jim Doherty, Chair

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

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

\_\_\_\_\_  
Don Russell, Commissioner

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

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel

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

**MORROW COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office

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

**MORROW COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Dirk Dirksen, Superintendent  
Morrow County School District

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



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

(For BOC Use) Item # <b>4h</b>
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**Please complete for each agenda item submitted for consideration by the Board of Commissioners**  
**(See notations at bottom of form)**

Presenter at BOC: Sheriff Matlack

Phone Number (Ext): 5101

Department: Sheriff's Office

Requested Agenda Date: July 3, 2019

Short Title of Agenda Item:

lone School District - MC Sheriff's Office 2018-2019

(No acronyms please)

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

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity: lone School District	
Contractor/Entity Address: PO Box 167 - 445 Spring Street, lone, OR 97843	
Effective Dates – From: Aug 2018	Through: June 2019
Total Contract Amount:	Budget Line: 101-113-3-40-4745
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

Ken Matlack, 4/30/19 DATE Department Director

Required for all BOC meetings

[Signature], 7/1/19 DATE Administrator

Required for all BOC meetings

J. Nelson email, 6/29/19 DATE County Counsel

\*Required for all legal documents

K Knop email, 6/29/19 DATE Finance Office

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

\_\_\_\_\_, \_\_\_\_\_ DATE Human Resources

\*If appropriate

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

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

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

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

Providing School Resource Officer Services to Lone School District.

**2. FISCAL IMPACT:**

Income \$25,000

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

Board of Commissioners sign the Agreement

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT  
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT commencing on 1st day of August 2018, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

**WITNESSETH:**

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

**NOW, THEREFORE, the parties hereto agree as follows:**

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
  - b. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
    - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
    - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
  - a. The District shall pay Morrow County \$25,000 for the SRO serving Ione. Payment will be made in two payments for the 2018-2019 school year. The first payment of \$12,500 will be due on or before the 15<sup>th</sup> day of December 2018. The second and final payment of \$12,500 will be due on or before the 15<sup>th</sup> day of March 2019. The total payment should not exceed \$25,000.
  - b. The District should not require any overtime. If the SRO is needed for any special activities, the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
  - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO

Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2018-2019 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Ione School District  
PO Box 167  
445 Spring Street  
Ione, Oregon 97843

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may



not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

\_\_\_\_\_  
Jim Doherty, Chair

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

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

\_\_\_\_\_  
Don Russell, Commissioner

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

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel

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

**MORROW COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office

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

**IONE SCHOOL DISTRICT**

\_\_\_\_\_  
Jon Peterson, Superintendent  
Ione School District

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



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

(For BOC Use)  
Item #  
4h

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

Presenter at BOC: Sheriff Matlack  
Department: Sheriff's Office  
Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 5101  
Requested Agenda Date: July 3, 2019

Morrow County School District - MC Sheriff's Office 2019-2020

**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: Morrow County School District  
Contractor/Entity Address: PO Box 100, 235 E. Stansbury, Heppner, OR 97836  
Effective Dates – From: Aug 2019 Through: June 2020  
Total Contract Amount: Budget Line: 101-113-3-40-4745  
Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

<u>Ken Matlack</u> DATE 4-30-19	Department Director	Required for all BOC meetings
<u>[Signature]</u> DATE 7/1/19	Administrator	Required for all BOC meetings
<u>J. Nelson email</u> DATE 6/28/19	County Counsel	*Required for all legal documents
<u>K. Knop email</u> DATE 6/28/19	Finance Office	*Required for all contracts; other items as appropriate.
_____	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)

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

Providing School Resource Officer Services to Morrow County School District.

## 2. FISCAL IMPACT:

Income \$75,000

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

Board of Commissioners sign the Agreement

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT  
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S  
OFFICE**

THIS AGREEMENT commencing on 1st day of August 2019, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

**WITNESSETH:**

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

**NOW, THEREFORE, the parties hereto agree as follows:**

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there are not 40 hours scheduled in the school, the SRO will work for MCSO.
  - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
  - c. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the

SRO's presence is requested. The superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
  - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
  - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
    - a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two payments for the 2019-2020 school year. The first payment of \$37,500 will be due on or before the 15<sup>th</sup> day of December 2019. The second and final payment of \$37,500 will be due on or before the 15<sup>th</sup> day of March 2020. The total payment should not exceed \$75,000.
    - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
    - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
  3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
  4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes

including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2019-2020 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Morrow County School District  
PO Box 100  
235 E. Stansbury St  
Heppner, Oregon 97836

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the

postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.
12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

\_\_\_\_\_  
Jim Doherty, Chair

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

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

\_\_\_\_\_  
Don Russell, Commissioner

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

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel

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



**MORROW COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office

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

**MORROW COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Dirk Dirksen, Superintendent  
Morrow County School District

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



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

(For BOC Use)  
Item #  
4h

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

Presenter at BOC: Sheriff Matlack Phone Number (Ext): 5101  
Department: Sheriff's Office Requested Agenda Date: July 3, 2019  
Short Title of Agenda Item: lone School District - MC Sheriff's Office 2019-2020  
(No acronyms please)

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: lone School District  
Contractor/Entity Address: PO Box 167 - 445 Spring Street, lone, OR 97843  
Effective Dates - From: Aug 2019 Through: June 2020  
Total Contract Amount: Budget Line: 101-113-3-40-4745  
Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

<u>Ken Matlack</u> <u>4-30-19</u> DATE Department Director	Required for all BOC meetings
<u>[Signature]</u> <u>7/1/19</u> DATE Administrator	Required for all BOC meetings
<u>J. Nelson email</u> <u>6/28/19</u> DATE County Counsel	*Required for all legal documents
<u>Kloop email</u> <u>6/28/19</u> DATE Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE Human Resources	*If appropriate

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

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

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

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

Providing School Resource Officer Services to Lone School District.

**2. FISCAL IMPACT:**

Income \$25,000

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

Board of Commissioners sign the Agreement

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT  
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT commencing on 1st day of August 2019, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

**WITNESSETH:**

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

**NOW, THEREFORE, the parties hereto agree as follows:**

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
  - b. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
  - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
  - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
- a. The District shall pay Morrow County \$25,000 for the SRO serving Ione. Payment will be made in two payments for the 2019-2020 school year. The first payment of \$12,500 will be due on or before the 15<sup>th</sup> day of December 2019. The second and final payment of \$12,500 will be due on or before the 15<sup>th</sup> day of March 2020. The total payment should not exceed \$25,000.
  - b. The District should not require any overtime. If the SRO is needed for any special activities, the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
  - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO

Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2019-2020 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Ione School District  
PO Box 167  
445 Spring Street  
Ione, Oregon 97843

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may

not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

\_\_\_\_\_  
Jim Doherty, Chair

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

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

\_\_\_\_\_  
Don Russell, Commissioner

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

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel

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

**MORROW COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office

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

**IONE SCHOOL DISTRICT**

\_\_\_\_\_  
Jon Peterson, Superintendent  
Ione School District

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





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

(For BOC Use)  
 Item #  
 4i

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

Presenter at BOC: Sheriff Matlack or Undersheriff Bowles      Phone Number (Ext): 5101 or 5102  
 Department: Sheriff's Office      Requested Agenda Date: July 3, 2019  
 Short Title of Agenda Item: Contract for Services with Community Counseling Solutions  
 (No acronyms please)

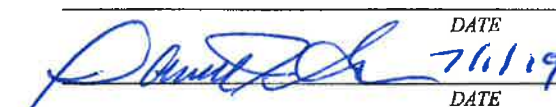
**This Item Involves:** (Check all that apply for this meeting.)

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Community Counseling Solutions  
 Contractor/Entity Address: 550 W. Sperry St., Heppner, OR 97836  
 Effective Dates -- From: July 1, 2018      Through: June 30, 2019  
 Total Contract Amount: \$ 24,000.      Budget Line: 510-113-5-20-2435  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____ DATE	Department Director	Required for all BOC meetings
 7/1/19 DATE	Administrator	Required for all BOC meetings
Rich Torrey email 6/28/19 DATE	County Counsel	*Required for all legal documents
K. Knop email 5-2-19 DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

It had come to the Sheriff's Office attention in the middle of April 2019, that neither the Sheriff's Office nor Community Counseling Solutions had initiated a new contract for the 2018-2019 fiscal year. At that time the Sheriff's Office started the proceedings and forwarded the contracts to both the County Counsel and Finance by May 1.

The contract from the previous year was approved by County Counsel and Finance. Sheriff Matlack and Kimberly Lindsay with Community Counseling were both happy with the contract from the previous year and as nothing had changed with these contracts except the date, both parties signed the contracts and provided copies to County Counsel and Finance to review and keep them in the information loop.

## **2. FISCAL IMPACT:**

\$6,000 each quarter for a Total Fiscal impact of \$24,000.

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

Request contract approval and signatures from the Board of Commissioners.

Attach additional background documentation as needed.

**MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT  
COUNSELING SERVICES**

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Community Counseling Solutions, Inc. hereafter called Contractor. Contract Administrator for this contract is Sheriff Ken Matlack, Morrow County Sheriff's Office.

**1. Effective Date and Duration.** This contract shall become effective as of July 1, 2018. Unless earlier terminated or extended, this Contract shall expire after one year. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

**2. Statement of Work.** The parties are agreed upon the following terms and conditions:  
Contractor will provide the following services to the Morrow County Sheriff's Office to include 20 hours per week, as herein described:

1. Mental health assessment and treatment
2. Drug and alcohol counseling and treatment
3. Batterer's Intervention
4. Sex offender treatment
5. DUII evaluation and treatment

**3. Consideration.** County agrees to pay Contractor according to the following: Contractor will bill County on a quarterly basis by invoice for the services with a total amount per quarter of \$6000. The total amount of the contract will not exceed \$24,000.

**4. Contract Documents.** This contract consists of this Contract with all attached exhibits.

**5. Independent Contractor; Responsibility for Taxes and Withholding**

- a. Contractor shall perform required Work as an independent contractor. Although County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**6. Subcontracts and Assignment; Successors and Assigns.**

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this

51 Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not  
52 relieve Contractor of any of its duties or obligations under this Contract.

53 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties  
54 hereto, and their respective successors and assigns, if any.  
55

56 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
57 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
58 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
59 unless such third persons are individually identified by name herein and expressly described as intended  
60 beneficiaries of the terms of this Contract.  
61

62 **8. Funds Available and Authorized**

63 a. Contractor shall not be compensated for work performed under this contract by any other County or  
64 department of the State of Oregon. County has sufficient funds currently available and authorized for  
65 expenditure to finance the costs of this Contract.

66 b. County will only pay for completed work that is accepted by County.  
67

68 **9. Representations and Warranties**

69 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1)  
70 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
71 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
72 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
73 and in accordance with the highest professional standards, and (4) Contractor shall, at all times during  
74 the term of this Contract be qualified, professionally competent, and duly license to perform the Work.

75 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of,  
76 any other warranties provided.  
77

78 **10. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and  
79 **County**, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages,  
80 liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the  
81 activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.  
82

83 **11. Insurance.** Contractor shall provide insurance as required by State law. Contractor will carry  
84 professional liability or general liability insurance, sufficient to cover all the services which are provided  
85 under the agreement. Said insurance will have a combined single limit equivalent of not less than \$500.00  
86 each claim, incident, or occurrence.  
87

88 **12. Termination**

89 a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by  
90 mutual written consent of the parties.

91 b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this  
92 Contract, in whole or in part, upon thirty (30) days notice to Contractor.

93 c. Remedies- i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy  
94 shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of  
95 Work completed and accepted by County, less previous amounts paid and any claim(s) which State  
96 has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor  
97 under this subsection, Contractor shall pay any excess to County upon demand.

98 d. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract,  
99 Contractor shall immediately cease all activities under this Contract, unless County expressly  
100 directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall  
101 deliver to County all documents, information, works-in-progress and other property that are or

102 would be deliverables had the Contract been completed. Upon County request, Contractor shall  
103 surrender to anyone County designates, all documents, research or objects or other tangible things  
104 needed to complete the Work.  
105

106 **13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
107 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**  
108 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY**  
109 **DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**  
110 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**  
111

112 **14. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
113 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
114 records pertinent to this Contract in such a manner as to clearly document Contractor's performance.  
115 Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal  
116 government and their duly authorized representatives shall have access to such fiscal records and other books,  
117 documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations  
118 and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal  
119 records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period  
120 as may be required by applicable law, following final payment and termination of this Contract, or until the  
121 conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is  
122 later.  
123

124 **15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
125 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
126 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of  
127 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and  
128 ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v)  
129 all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and  
130 regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
131 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference  
132 herein.  
133

134 **16. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused  
135 by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's  
136 reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a  
137 cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its  
138 obligations under this contract.  
139

140 **17. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except  
141 for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 24.  
142

143 **18. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
144

145 **19. Notice.** Except as otherwise expressly provided in this Contract, any communication between the  
146 parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or  
147 mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the  
148 signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate  
149 pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be  
150 given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to  
151 be given when receipt of the transmission is generated by the transmitting machine. To be effective against  
152 County, such facsimile transmission must be confirmed by telephone notice to County's Contract

153 Administrator. Any communication or notice by personal delivery shall be deemed to be given when  
154 actually delivered.

155

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

160

161 **21. Counterparts.** This Contract may be executed in several counterparts, all of which when taken  
162 together shall constitute one agreement binding on all parties, notwithstanding that all parties are not  
163 signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

164

165 **22. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
166 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385,  
167 OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority  
168 will be used for the administration of state, federal and local tax laws.

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170 **23. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed  
171 in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
172 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of  
173 the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted  
174 solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however,  
175 if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively  
176 within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF  
177 THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID  
178 COURTS.

179

180 **24. Merger.** This contract and any attached exhibits constitute the entire agreement between the parties  
181 on the subject matter hereof. There are no understandings, agreements, or representations, oral or written,  
182 not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this  
183 Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals  
184 have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the  
185 specific instance and for the specific purpose given. The failure of County to enforce any provision of this  
186 Contract shall not constitute a waiver by County of that or any other provision.

187

188 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
189 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
190 **BOUND BY ITS TERMS AND CONDITIONS.**

191

**CONTRACTOR DATA AND CERTIFICATION**

192

193 **Name (tax filing): COMMUNITY COUNSELING SOLUTIONS**

194

195 **Address: 120 S. Main Street, HEPPNER, OR 97836**

196

197 **Citizenship, if applicable: Non-resident alien**  Yes  No

198

199 **Business Designation (check one):**

200  Corporation  Partnership  Limited Partnership  Limited Liability Company

201  Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_

202 **Federal Tax ID#:** \_\_\_\_\_

203 Above payment information must be provided prior to contract approval. This information will be reported  
204 to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099  
205 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could  
206 subject contractor to 31 percent backup withholding.  
207

208 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of  
209 perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is  
210 not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor  
211 has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to  
212 report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to  
213 backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge  
214 regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation  
215 of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an  
216 independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.  
217

218 **CONTRACTOR**  
219 **COMMUNITY COUNSELING SOLUTIONS, INC**

220 By: *Kimberly Lund* Title: *Director* Date: *4-29-19*  
221  
222 Phone number: *0541-676-9461*  
223  
224

225 **COUNTY**  
226 **MORROW COUNTY SHERIFF**

227 By: *Kenneth W. Matlack* Date: *04-29-19*  
228  
229

230 **MORROW COUNTY BOARD OF COMMISSIONERS**

231 Date: \_\_\_\_\_  
232

233  
234 \_\_\_\_\_  
235 Jim Doherty, Chair

236  
237  
238 \_\_\_\_\_  
239 Melissa Lindsay, Commissioner

240  
241  
242 \_\_\_\_\_  
243 Don Russell, Commissioner  
244  
245

246  
247 Approved as to Form:

248  
249 \_\_\_\_\_  
250 Morrow County Counsel



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

(For BOC Use)  
 Item #  
 41

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

Presenter at BOC: Sheriff Matlack or Undersheriff Bowles      Phone Number (Ext): 5101 or 5102  
 Department: Sheriff's Office      Requested Agenda Date: July 3, 2019  
 Short Title of Agenda Item: Contract for Services with Community Counseling Solutions  
 (No acronyms please)

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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Community Counseling Solutions  
 Contractor/Entity Address: 550 W. Sperry St., Heppner, OR 97836  
 Effective Dates – From: July 1, 2019      Through: June 30, 2020  
 Total Contract Amount: \$ 24,000.      Budget Line: 510-113-5-20-2435  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
_____	DATE	Administrator	Required for all BOC meetings
Rich Tovey email 6/28/19	DATE	County Counsel	*Required for all legal documents
Kate Knop 5/2/19	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

We have contacted the other two companies in the outlying area that provide similar services. They are Lifeways and New Horizons. (No other agency operates in South Morrow County)

- Lifeways advised that they cannot provide all the services requested as they do not offer Sex Offender Treatment.
- New Horizons have been contacted several times. They have not answered their phones, nor returned a call. New Horizon's Website says they are an Alcohol Treatment Center with focus on Substance Abuse Treatment. They show no indication that they have added the other services we are requesting.

Therefore, we would like to continue with Community Counseling Solutions. We have been very happy with our business relationship with them and they have an excellent reputation across the state and offer services covering all of Morrow County.

## 2. FISCAL IMPACT:

\$6,000 each quarter for a Total Fiscal impact of \$24,000.

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

Request contract approval and signatures from the Board of Commissioners.

Attach additional background documentation as needed.

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
2 **COUNSELING SERVICES**  
3

4 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
5 County, and Community Counseling Solutions, Inc. hereafter called Contractor. Contract Administrator for  
6 this contract is Sheriff Ken Matlack, Morrow County Sheriff's Office.  
7

8 **1. Effective Date and Duration.** This contract shall become effective as of July 1, 2019. Unless earlier  
9 terminated or extended, this Contract shall expire after one year. Expiration shall not extinguish or  
10 prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or  
11 any default or defect in Contractor performance that has not been cured.  
12

13 **2. Statement of Work.** The parties are agreed upon the following terms and conditions:  
14 Contractor will provide the following services to the Morrow County Sheriff's Office to include 20 hours  
15 per week, as herein described:

- 16 1. Mental health assessment and treatment
- 17 2. Drug and alcohol counseling and treatment
- 18 3. Batterer's Intervention
- 19 4. Sex offender treatment
- 20 5. DUII evaluation and treatment

21 **3. Consideration.** County agrees to pay Contractor according to the following: Contractor will bill County  
22 on a quarterly basis by invoice for the services with a total amount per quarter of \$6000. The total  
23 amount of the contract will not exceed \$24,000.  
24

25 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits.  
26

27 **5. Independent Contractor; Responsibility for Taxes and Withholding**

28 **a.** Contractor shall perform required Work as an independent contractor. Although County reserves the  
29 right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to  
30 evaluate the quality of the completed performance, County cannot and will not control the means or  
31 manner of Contractor's performance. Contractor is responsible for determining the appropriate means  
32 and manner of performing the Work.

33 **b.** If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
34 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
35 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
36 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit  
37 Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of  
38 County, as those terms is used in ORS 30.265.

39 **c.** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments  
40 paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County  
41 will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or  
42 state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or  
43 workers' compensation benefits from compensation or payments paid to Contractor under this Contract,  
44 except as a self-employed individual.  
45

46 **6. Subcontracts and Assignment; Successors and Assigns.**

47 **a.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or  
48 assign or transfer any of its interest in this Contract, without County's prior written consent. In addition  
49 to any other provisions County may require, Contractor shall include in any permitted subcontract under  
50 this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this

51 Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not  
52 relieve Contractor of any of its duties or obligations under this Contract.

53 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties  
54 hereto, and their respective successors and assigns, if any.  
55

56 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
57 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
58 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
59 unless such third persons are individually identified by name herein and expressly described as intended  
60 beneficiaries of the terms of this Contract.  
61

#### 62 **8. Funds Available and Authorized**

63 a. Contractor shall not be compensated for work performed under this contract by any other County or  
64 department of the State of Oregon. County has sufficient funds currently available and authorized for  
65 expenditure to finance the costs of this Contract.

66 b. County will only pay for completed work that is accepted by County.  
67

#### 68 **9. Representations and Warranties**

69 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1)  
70 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
71 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
72 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
73 and in accordance with the highest professional standards, and (4) Contractor shall, at all times during  
74 the term of this Contract be qualified, professionally competent, and duly license to perform the Work.

75 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of,  
76 any other warranties provided.  
77

78 **10. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and  
79 **County**, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages,  
80 liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the  
81 activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.  
82

83 **11. Insurance.** Contractor shall provide insurance as required by State law. Contractor will carry  
84 professional liability or general liability insurance, sufficient to cover all the services which are provided  
85 under the agreement. Said insurance will have a combined single limit equivalent of not less than \$500.00  
86 each claim, incident, or occurrence.  
87

#### 88 **12. Termination**

89 a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by  
90 mutual written consent of the parties.

91 b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this  
92 Contract, in whole or in part, upon thirty (30) days notice to Contractor.

93 c. Remedies- i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy  
94 shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of  
95 Work completed and accepted by County, less previous amounts paid and any claim(s) which State  
96 has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor  
97 under this subsection, Contractor shall pay any excess to County upon demand.

98 d. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract,  
99 Contractor shall immediately cease all activities under this Contract, unless County expressly  
100 directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall  
101 deliver to County all documents, information, works-in-progress and other property that are or

102 would be deliverables had the Contract been completed. Upon County request, Contractor shall  
103 surrender to anyone County designates, all documents, research or objects or other tangible things  
104 needed to complete the Work.  
105

106 **13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
107 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**  
108 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY**  
109 **DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**  
110 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**  
111

112 **14. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
113 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
114 records pertinent to this Contract in such a manner as to clearly document Contractor's performance.  
115 Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal  
116 government and their duly authorized representatives shall have access to such fiscal records and other books,  
117 documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations  
118 and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal  
119 records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period  
120 as may be required by applicable law, following final payment and termination of this Contract, or until the  
121 conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is  
122 later.  
123

124 **15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
125 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
126 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of  
127 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and  
128 ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v)  
129 all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and  
130 regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
131 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference  
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152 County, such facsimile transmission must be confirmed by telephone notice to County's Contract

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174 solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however,  
175 if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively  
176 within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF  
177 THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID  
178 COURTS.

179

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183 Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals  
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188 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
189 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
190 **BOUND BY ITS TERMS AND CONDITIONS.**

191

#### **CONTRACTOR DATA AND CERTIFICATION**

192

193 **Name (tax filing):** COMMUNITY COUNSELING SOLUTIONS

194

195 **Address:** 120 S. Main Street, HEPPNER, OR 97836

196

197 **Citizenship, if applicable:** Non-resident alien  Yes  No

198

199 **Business Designation (check one):**

200

Corporation  Partnership  Limited Partnership  Limited Liability Company

201

Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_

202

**Federal Tax ID#** \_\_\_\_\_ **T#:** \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

203 Above payment information must be provided prior to contract approval. This information will be reported  
204 to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099  
205 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could  
206 subject contractor to 31 percent backup withholding.  
207

208 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of  
209 perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is  
210 not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor  
211 has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to  
212 report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to  
213 backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge  
214 regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation  
215 of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an  
216 independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.  
217

218 **CONTRACTOR**  
219 **COMMUNITY COUNSELING SOLUTIONS, INC**

220  
221 By: Kimberly Rindel Title: Director Date: 4-29-19  
222  
223 Phone number: 541-676-9161  
224

225 **COUNTY**  
226 **MORROW COUNTY SHERIFF**

227  
228 By: Kenneth W. Matlack Date: 04-29-19  
229

230 **MORROW COUNTY BOARD OF COMMISSIONERS**

231 Date: \_\_\_\_\_  
232

233  
234  
235 \_\_\_\_\_  
236 Jim Doherty, Chair

237  
238  
239 \_\_\_\_\_  
240 Melissa Lindsay, Commissioner

241  
242  
243 \_\_\_\_\_  
244 Don Russell, Commissioner

245  
246  
247 Approved as to Form:  
248  
249 \_\_\_\_\_  
250 Morrow County Counsel  
251

## Darrell Green

---

**From:** Richard Tovey  
**Sent:** Friday, June 28, 2019 8:21 AM  
**To:** Darrell Green; Justin Nelson; Kate Knop  
**Cc:** Roberta Lutcher  
**Subject:** RE: Contracts

Darrell-

I have reviewed the MCSO/CCS contracts for 2018 and 2019 and they are ready to be reviewed by the commissioners. I believe Melissa sent over new coversheets for those contracts and I would ask that they be added.

Thanks-  
Rich

---

Richard S. Tovey  
Deputy District Attorney/County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

**From:** Darrell Green  
**Sent:** Friday, June 28, 2019 8:17 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>  
**Cc:** Roberta Lutcher <rlutcher@co.morrow.or.us>  
**Subject:** FW: Contracts

Good morning,

Roberta is out sick today, so it would appreciate it if you would let me know which attached contracts will be signed off on by no later than Monday at Noon. I will be out of the office today from 11-3:30 for a meeting in Boardman, so it would be great to have your response by 3:30 so I can send out the agenda by 4:30. I know there are multiple emails out there, but it would be helpful if I could consolidate this down to one email.

MCSO-MCSD 2018-19 Yes or No  
MCSO-MCSD 2019-20 Yes or No  
lone SD-MCSO 2018-19 Yes or No  
lone SD-MCSO 2019-20 Yes or No  
CCS-MCSO 2018-19 Yes or No  
CCS-MCSO 2019-20 Yes or No

Jail Use 2019-20 Yes or No

Thank you!!!

Darrell



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

(For BOC Use) Item # 4j
-------------------------------

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

Presenter at BOC: Sheriff Matlack or Undersheriff Bowles  
 Department: Sheriff  
 Short Title of Agenda Item: **Jail Use Agreement**  
(No acronyms please)

Phone Number (Ext): 5101 or 5102  
 Requested Agenda Date: May 8, 2019

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

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By: Sheriff  
Kenneth Matlack 4-22-19 Department Director  
DATE

David [Signature] 7/1/19 Administrator  
DATE

Justin Nelson email 6/13/19 County Counsel  
DATE

[Signature] 4/26/19 Finance Office  
DATE

\_\_\_\_\_  
DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

\*Required for all legal documents

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

\*If appropriate

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

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



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

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

Renewing Jail Use Agreement with Umatilla County Jail *For 2019-2020 fiscal year*

**2. FISCAL IMPACT:**

*# 438,000. (#21,900 INCREASE, INCLUDES ONE MORE JAIL BED EACH DAY)*

*TOTAL BEDS 20 (16 GENERAL & 4 PAROLE & PROBATION)*

*#101.113.5.20-2431      \$350,400      €*

**3. SUGGESTED ACTION(S)/MOTION(S):**      *#101.113.5.20.2431      \$87,600*

*Motion to approve the Jail Use Contract for 2019-2020 fiscal year*

## JAIL USE AGREEMENT

### 1.0 DATE

The date of this agreement is July 1, 2019.

### 2.0 PARTIES

This agreement is made between UMATILLA COUNTY and MORROW COUNTY.

### 3.0 TERM

3.1 This agreement shall take effect July 1, 2019

3.2 The agreement shall renew on a fiscal year basis, July 1 to June 30, until terminated by either party as provided in this agreement.

3.3 Either party may terminate the agreement on written notice to the other party at least 90 days prior to the renewal date of the July 1 of any year.

3.4 The rate per prisoner will be increased by \$1 per bed each July 1 to June 30 period after the initial year of this contract to have the rate be consistent with the rate charged to other entities. This does not preclude renegotiation of rates between parties.

### 4.0 PURPOSE

To set forth the terms and conditions under which Umatilla County may provide available jail space to Morrow County from the effective date of this agreement, July 1, 2019.

### 5.0 CONSIDERATION

The stated consideration for this agreement is the mutual promises and performance of the parties in accordance with the terms and conditions specified herein.

### 6.0 UMATILLA COUNTY AGREES THAT:

6.1 Subject to terms and conditions contained herein, Morrow County may use the jail facility operated by Umatilla County for the incarceration of Morrow County's prisoners.

6.2 Umatilla County Jail will supervise and otherwise properly care for Morrow County's prisoners incarcerated in the jail.

6.3 Umatilla County will provide Morrow County, on a daily basis, a list of Morrow County's prisoners that are incarcerated in the jail.

6.4 Umatilla County will have 20 daily bed available for Morrow County inmates, if needed by Morrow County.

### 7.0 MORROW COUNTY AGREES THAT:

7.1 Morrow County will pay Umatilla County the sum of \$60 per day for each prisoner incarcerated in the jail. Space for Morrow County prisoners in addition to the reserved spaces is subject to availability within the jail and is solely within the discretion of the Umatilla County Sheriff.

7.2 Morrow County will pay to Umatilla County the sum of \$438,000.00 to reserve at all times in the Umatilla County Jail the 20 daily beds for the year to house Morrow County prisoners for the period from the date of this contract through June 30, 2020.

- 7.3 Morrow County shall receive an invoice from Umatilla County each quarter listing the number of inmate days charged to Morrow County. Morrow County will receive a bed count each month from Umatilla County Jail showing a total number of beds and the total number of beds not used or number of bed that was in excess of the agreed upon 20 beds. For any beds in excess of 20, Morrow County will pay the invoice within 15 days of receiving the invoice. If the amount of beds used is less than the 20 daily beds, Morrow County will receive a credit for such amounts.
- 7.4 Payment will be made in quarterly installments of \$109,500.00 on or before the 10<sup>th</sup> day of the first month of each quarter, to reserve these beds during the fiscal year 2019-2020.
- 7.5 If a prisoner is sentenced to Umatilla County or Morrow County jail time and has pending charges in the other county, the sentencing County Sheriff's Office will be responsible for the lodging. However, if the prisoner is sentenced by Umatilla County or Morrow County time to be served outside of the Umatilla County Jail and has pending charges in the other county, the county that has the pending charges will be responsible for the lodging. If the prisoner is sentenced to jail time in both counties running concurrently, the lodging will be split equally between the two counties.
- 7.6 Umatilla County shall have sole discretion of housing prisoners that have major medical issues.
- 7.7 Morrow County will pay all outside medical expenses which might accrue for any Morrow County prisoner while that prisoner is in the custody of Umatilla County. Medical expenses include, but are not limited to, expenses for doctors' medicine, ambulance, hospitalization, surgical, or dental treatment, and psychiatric or psychological examination, treatment or care rendered by professionals outside of the Umatilla County Jail who are not regular jail staff, and for which Umatilla County is billed.
- 7.8 When Umatilla County determines that a Morrow County prisoner is in need of medical attention, Umatilla County will, if possible, notify the Morrow County Sheriff's Office of the need for medical attention in order to give Morrow County the opportunity to arrange for necessary medical attention. In the event of an emergency, Umatilla County shall have the authority to arrange for medical attention for Morrow County's prisoners at Morrow County's expense. Morrow County will provide guards for any medical problem requiring any inmate to stay outside the jail facility over 12 hours.
- 7.9 Morrow County will assume full responsibility for presenting and transporting its county prisoners to all court proceedings and appearances and will provide for timely discharge of all its prisoners when ordered by a court. Morrow County will arrange for the prompt arraignment and disposition of all its prisoners on all charges, including Contempt of Court. Transportation of a prisoner after release will be at the discretion of Morrow County.
- 7.10 A prisoner who has been arrested by Morrow County and has been recogged or released on Morrow County charges, but still has other agency holds, including INS, will not be in a Morrow County bed, excluding fugitive prisoners.

8.0 THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 8.1 The parties specifically agree that prisoners arrested by Morrow County with charges originating outside the State of Oregon, will be housed in the Umatilla County Jail. Extradition hearings, however, will be the responsibility of the Morrow County Sheriff's Office.
- 8.2 If the number of prisoners that may be incarcerated is limited by statute, administrative or judicial decision, Morrow County will retain its right to utilize the 20 beds per day referred to above.
- 8.3 If, however, the Umatilla County Jail is for any reason closed, either temporarily or permanently, Morrow County will be refunded that portion of the advance payment made to guarantee space for the prisoners on a per diem basis, for the months and days that the jail is closed and County is unable to utilize the prisoner spaces.
- 8.4 Umatilla County reserves the right to leave to the Umatilla County Sheriff the determination of maximum capacity allowable in the Umatilla County Jail.
- 8.5 The Umatilla County Sheriff may refuse to lodge any prisoner who, in the exercise of the Sheriff's best judgment, is deemed inappropriate in the Umatilla County Jail.
- 8.6 Morrow County shall be given at least twelve hours' notice, when possible, prior to the release of a Morrow County prisoner to provide Morrow County time to find an alternative facility.

9.0 INDEMNIFICATION

- 9.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), Umatilla County shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Morrow County against liability for personal injury or damage to life or property arising from Umatilla County's activity under this Agreement; provided however, that Umatilla County shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of Morrow County, its officers, employees or agents.
- 9.2 To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), Morrow County shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Umatilla County against liability for personal injury or damage to life or property arising from Morrow County's activity under the Agreement; ; provided however, that Morrow County shall not be required to indemnify Umatilla County for any such liability arising out of the wrongful acts of Umatilla County, its officers, employees or agents.

10.0 DISPUTE RESOLUTION

If any dispute should arise concerning this contract, the parties agree to make a good faith effort to resolve the dispute before filing any action or suit. If an action or suit is

filed, it shall be filed in the Circuit Court of Oregon in Umatilla County. Each party to such an action or suit shall pay its own attorney's fees and costs.

**11.0 TERMINATION**

This contract and any future renewals thereof are subject to the availability of funds appropriated for this specific purpose through the annual local budget process. If funds are not appropriated, the county may terminate this contract on 90 days' written notice to the other property.

**12.0 AGREEMENT FORM**

- 12.1 This instrument contains the entire agreement between the parties and no statements made by a party hereto or agent thereof not contained in this agreement shall be valid or binding.
- 12.2 This contract may not be enlarged, modified, or altered except in writing, signed and dated by the parties and attached hereto.
- 12.3 This agreement revokes or supersedes any previous jail lodging agreement between Morrow County and Umatilla County.

The parties have signed this agreement as of the date of the first above written.

Morrow County, Oregon

By Kenneth W. Matlack  
Sheriff 4-22-19

By \_\_\_\_\_  
Don Russell, Chair

By \_\_\_\_\_  
Jim Doherty, Commissioner

By \_\_\_\_\_  
Melissa Lindsay, Commissioner

\_\_\_\_\_  
Approved as to form:  
County Counsel

Umatilla County, Oregon

By \_\_\_\_\_  
Sheriff

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

## Darrell Green

---

**From:** Darrell Green  
**Sent:** Friday, June 14, 2019 12:53 PM  
**To:** Kate Knop  
**Subject:** FW: Jail Use Agreement July 2019  
**Attachments:** MCSO-UCSO Jail Use Agreement 7-1-2019.pdf; ATT00001.htm

Here is the Jail contract

**From:** John Bowles <jbowles@co.morrow.or.us>  
**Sent:** Thursday, June 13, 2019 7:53 PM  
**To:** Darrell Green <dgreen@co.morrow.or.us>  
**Subject:** Fwd: Jail Use Agreement July 2019

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Justin Nelson <jnelson@co.morrow.or.us>  
**Date:** June 13, 2019 at 5:21:08 PM CDT  
**To:** Melissa Ross <mross@co.morrow.or.us>  
**Cc:** John Bowles <jbowles@co.morrow.or.us>, Richard Tovey <rtovey@co.morrow.or.us>  
**Subject:** RE: Jail Use Agreement July 2019

I do not have any concerns with this going before the BoC. Please work with Darrell, Kate, and Roberta to get it on the docket.

-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](mailto:jnelson@co.morrow.or.us)*

**From:** Melissa Ross  
**Sent:** Monday, April 22, 2019 3:26 PM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>  
**Subject:** Jail Use Agreement July 2019

Hi Justin,



## TREASURER

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

**Gayle L. Gutierrez**

07/03/2019

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.75%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

The interest rate for US Bank is .01694%.

Investment in US Bank is 2.539%. The State Pool was at 2.25% at the time the investment was made.

Outstanding checks as of MAY 31, 2019 total is \$224,625.70.

The statement and activity sheets for the LGIP is also included.



MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: MAY 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	6,350,358.06 (	919,364.10)	5,430,993.96	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,626.66	41.08	17,667.74	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	386,368.36	900.36	387,268.72	
202-100-1-10-1500	ROAD FC W/TREASURER	3,024,836.21 (	179,571.37)	2,845,264.84	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	460,243.64	38,530.90	498,774.54	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	43,487.50 (	4,682.38)	38,805.12	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	36,978.91 (	2,877.26)	34,101.65	
207-100-1-10-1500	911 FC W/TREASURER	263,875.58 (	21,786.25)	242,089.33	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	220,604.84	1,798.01	222,402.85	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	901,343.11	151,624.53	1,052,967.64	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	38,326.76 (	35,425.42)	2,901.34	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	3,446.25 (	3,182.69)	263.56	
214-100-1-10-1500	FAIR FC W/TREASURER	227,783.78	4,658.66	232,442.44	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	45,250.27 (	12,540.46)	32,709.81	
216-100-1-10-1500	STF FC W/TREASURER	51,222.37 (	7,955.62)	43,266.75	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	71,369.38	166.31	71,535.69	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	23,166.17	53.98	23,220.15	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	69,340.34 (	2,338.79)	67,001.55	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	16,409.74	2,580.82	18,990.56	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	39,636.60	92.37	39,728.97	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	25,154.03	6,840.88	31,994.91	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	5,342.73	5,013.95	10,356.68	
225-100-1-10-1500	STP VEHICLE FC W/TREAS	141,110.73	328.83	141,439.56	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	20,176.53	47.02	20,223.55	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	15,520.05	36.14	15,556.19	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	23,893.83 (	3,636.88)	20,256.95	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	10,224.84	23.83	10,248.67	
230-100-1-10-1500	RODEO FC W/TREAS	19,846.04 (	953.90)	18,892.14	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	135,781.10	4,870.63	140,651.73	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	19,438.75	187.45	19,626.20	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	27,965.35	65.17	28,030.52	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	10,745.77	25.04	10,770.81	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	757,130.71 (	7,345.06)	749,785.65	
238-100-1-10-1500	PARK FC W/TREAS	338,872.01 (	40,346.18)	298,525.83	
240-100-1-10-1500	EQUITY FC W/TREAS	170,960.10	398.39	171,358.49	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	273,708.63	637.82	274,346.45	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	844.68	1.97	846.65	
245-100-1-10-1500	WPF FC W/TREASURER	6,257.73	0.00	6,257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	67,733.38	547.01	68,280.39	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	161,544.38	1,425.55	162,969.93	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	6,872.11	16.01	6,888.12	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	15,922.63	37.10	15,959.73	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	17,213.96	128,977.71	146,191.67	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	11,044.40	25.74	11,070.14	
510-100-1-10-1500	P & P FC W/TREAS	473,037.30 (	73,470.73)	399,566.57	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	489.80	2,243.06	2,732.86	

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		169.09	830.40	999.49
516-100-1-10-1500	RADIO DIST FC W/TREAS		875.49	4,081.07	4,956.56
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		127.61	629.13	756.74
521-100-1-10-1500	PGE CARTY FC W/TREAS		15,181.54	35.38	15,216.92
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		4,673.00	21,779.67	26,452.67
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		1,056.14	4,816.69	5,872.83
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.25	0.25
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		548.11	2,512.20	3,060.31
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		15,280.73	222.08	15,502.81
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		13.41	63.54	76.95
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,443.14	9.27	3,452.41
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		433.10	2,019.54	2,452.64
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		4,854.18	22,896.81	27,750.99
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		955.32	4,432.29	5,387.61
633-100-1-10-1500	CITY OF IONE FC W/TREAS		155.16	722.35	877.51
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		494.28	2,309.57	2,803.85
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		101.07	476.11	577.18
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		2,880.31	13,422.28	16,302.59
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		154.46	723.27	877.73
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		283.79	1,323.81	1,607.60
640-100-1-10-1500	IONE RFPD FC W/TREAS		671,670.44	2,499.95	674,170.39
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		117.98	1.88	119.86
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		71.45	348.28	419.73
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		127.44	594.89	722.33
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		108,130.60	3,913.94	104,216.66
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		50.57	235.04	285.61
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		377.27	1,764.46	2,141.73
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		754.10	3,674.89	4,428.99
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		201.09	933.79	1,134.88
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		2,285.48	11,225.10	13,510.58
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		759,563.02	330,139.96	429,423.06
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		23.85	111.28	135.13
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		19,023.53	88,171.22	107,194.75
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,896,361.05	1,827,592.39	68,768.66
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		3,156.14	14,728.70	17,884.84
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.97	0.03	14.00
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		2,196.07	5.12	2,201.19
658-100-1-10-1500	BMCC FC W/TREASURER		3,389.47	15,818.28	19,207.75
659-100-1-10-1500	BMCC B & I FC W/TREASURER		1,139.28	5,325.29	6,464.57
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		1,100.32	5,124.13	6,224.45
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		113.70	532.66	646.36
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		1,119.68	5,217.96	6,337.64
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		465.87	2,120.43	2,586.30
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: MAY 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500	TAX APPEALS FC W/TREAS		0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		10,637.92	24.79	10,662.71
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		11,232.28	26.17	11,258.45
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS		0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS		0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS		0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS		0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS		1,121.77	2.61	1,124.38
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		199,537.05	9,547.05	189,990.00
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS		0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T		0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS		3,843.95	4,823.39	8,667.34
682-100-1-10-1500	STATE FIRE FC W/TREAS		0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS		1,933.76	30.62	1,964.38
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,211,478.01	491.64	1,211,969.65
685-100-1-10-1500	STATE HOUSING FC W/TREAS		9,443.14	8,251.20	17,694.34
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		72,427.62	168.78	72,596.40
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS		0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS		1,787.84	8,373.34	10,161.18
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		78.92	394.65	473.57
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		110.14	548.41	658.55
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS		0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS		0.00	20,563.41	20,563.41
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS		0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS		0.01	0.00	0.01
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS		0.00	0.00	0.00
TOTAL CLAIM ON CASH			20,187,460.55	( 2,849,036.01)	17,338,424.54

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		164,652.12	84,779.89	79,872.23
999-100-1-10-1502	PAYROLL BEO		11,695.72	1.46	11,697.18
999-100-1-10-1503	STATE TREASURY POOL		19,009,622.50	2,764,257.59	16,245,364.91
999-100-1-10-1504	CERTIFICATES OF DEPOSIT		0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS		0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA		0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK		100.16	0.00	100.16
999-100-1-10-1508	US BANK		1,000,502.81	0.01	1,000,502.82
SUBTOTAL CASH IN BANK - POOLED CASH			20,186,573.31	( 2,849,036.01)	17,337,537.30

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH			20,186,573.31	( 2,849,036.01)	17,337,537.30
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OREGON  
STATE  
TREASURY

### Account Statement - Transaction Summary

For the Month Ending **May 31, 2019**

MORROW CO - MORROW COUNTY - 4206

<b>Oregon LGIP</b>	
Opening Balance	19,009,622.50
Purchases	365,927.14
Redemptions	(3,130,184.73)
<hr/>	
<b>Closing Balance</b>	<b>\$16,245,364.91</b>
Dividends	41,507.43

<b>Asset Summary</b>		
	<b>May 31, 2019</b>	<b>April 30, 2019</b>
<b>Oregon LGIP</b>	16,245,364.91	19,009,622.50
<b>Total</b>	<b>\$16,245,364.91</b>	<b>\$19,009,622.50</b>



**Account Statement**

For the Month Ending **May 31, 2019**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>19,009,622.50</b>
05/01/19	05/01/19	LGIP Fees - ACH Redemption (5 @ \$0.05 - From 4206) - April 2019	1.00	(0.25)	19,009,622.25
05/01/19	05/01/19	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - April 2019	1.00	(0.40)	19,009,621.85
05/03/19	05/03/19	Redemption - ACH Redemption	1.00	(500,000.00)	18,509,621.85
05/06/19	05/06/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,458.97	18,515,080.82
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(169.09)	18,514,911.73
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(127.61)	18,514,784.12
05/06/19	05/06/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(2,285.48)	18,512,498.64
05/06/19	05/06/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(4,528.75)	18,507,969.89
05/06/19	05/06/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(754.10)	18,507,215.79
05/06/19	05/06/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(57,350.29)	18,449,865.50
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(5,910.32)	18,443,955.18
05/06/19	05/06/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(3,156.14)	18,440,799.04
05/06/19	05/06/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(5,723.89)	18,435,075.15
05/07/19	05/07/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	935.05	18,436,010.20
05/07/19	05/07/19	Redemption - ACH Redemption	1.00	(13.41)	18,435,996.79
05/08/19	05/08/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	607.70	18,436,604.49
05/08/19	05/08/19	Redemption - ACH Redemption	1.00	(55.00)	18,436,549.49
05/09/19	05/09/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	870.55	18,437,420.04
05/09/19	05/09/19	Redemption - ACH Redemption	1.00	(200,000.00)	18,237,420.04



OREGON  
STATE  
TREASURY

**Account Statement**

For the Month Ending **May 31, 2019**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
05/10/19	05/10/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	716.50	18,238,136.54
05/14/19	05/14/19	OR DHS HP MMIS - TITLE XIX	1.00	135.00	18,238,271.54
05/15/19	05/15/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	147,476.32	18,385,747.86
05/15/19	05/15/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	8,642.47	18,394,390.33
05/16/19	05/16/19	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	11,401.35	18,405,791.68
05/16/19	05/16/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	268.80	18,406,060.48
05/17/19	05/17/19	ODOT - ODOT PYMNT	1.00	102,620.14	18,508,680.62
05/17/19	05/17/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	215.97	18,508,896.59
05/20/19	05/20/19	ODOT - ODOT PYMNT	1.00	27,251.14	18,536,147.73
05/21/19	05/21/19	Redemption - ACH Redemption	1.00	(1,500,000.00)	17,036,147.73
05/23/19	05/23/19	Redemption - ACH Redemption	1.00	(300,000.00)	16,736,147.73
05/23/19	05/23/19	Redemption - ACH Redemption	1.00	(110.00)	16,736,037.73
05/24/19	05/24/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	612.23	16,736,649.96
05/24/19	05/24/19	Redemption - ACH Redemption	1.00	(350,000.00)	16,386,649.96
05/28/19	05/28/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	15,936.22	16,402,586.18
05/28/19	05/28/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	733.69	16,403,319.87
05/30/19	05/30/19	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	537.61	16,403,857.48
05/31/19	05/31/19	Redemption - Wire Redemption	1.00	(200,000.00)	16,203,857.48
05/31/19	06/03/19	Accrual Income Div Reinvestment - Distributions	1.00	41,507.43	16,245,364.91



OREGON  
STATE  
TREASURY

**Account Statement**

For the Month Ending **May 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Closing Balance</b>					<b>16,245,364.91</b>
		<b>Month of May</b>	<b>Fiscal YTD July-May</b>		
<b>Opening Balance</b>		19,009,622.50	14,425,454.12	<b>Closing Balance</b>	16,245,364.91
<b>Purchases</b>		365,927.14	33,405,426.96	<b>Average Monthly Balance</b>	17,772,840.38
<b>Redemptions</b>		(3,130,184.73)	(31,585,516.17)	<b>Monthly Distribution Yield</b>	2.75%
<b>Closing Balance</b>		<b>16,245,364.91</b>	<b>16,245,364.91</b>		
<b>Dividends</b>		41,507.43	395,005.85		



**Daily Confirmation of Activity**  
*as of May 31, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>16,403,857.48</b>
05/31/19	06/03/19	Accrual Income Div Reinvestment - Distributions	1.00	41,507.43	16,445,364.91
05/31/19	05/31/19	Redemption - Wire Redemption	1.00	(200,000.00)	16,245,364.91
<b>Closing Balance</b>					<b>16,245,364.91</b>





**Daily Confirmation of Activity**  
*as of May 30, 2019*

Account # 4206  
Account Activity

**MORROW CO**  
**MORROW COUNTY**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>16,403,319.87</b>
05/30/19	05/30/19	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	537.61	16,403,857.48
<b>Closing Balance</b>					<b>16,403,857.48</b>



**Daily Confirmation of Activity**  
as of *May 28, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>16,386,649.96</b>
05/28/19	05/28/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	733.69 ✓	16,387,383.65
05/28/19	05/28/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	15,936.22 ✓	16,403,319.87
<b>Closing Balance</b>					<b>16,403,319.87</b>



**Daily Confirmation of Activity**  
as of May 24, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>16,736,037.73</b>
05/24/19	05/24/19	Redemption - ACH Redemption	1.00	(350,000.00)	16,386,037.73
05/24/19	05/24/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	612.23	16,386,649.96
<b>Closing Balance</b>					<b>16,386,649.96</b>



# Daily Confirmation of Activity

as of May 23, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>17,036,147.73</b>
05/23/19	05/23/19	Redemption - ACH Redemption	1.00	(110.00)	17,036,037.73
05/23/19	05/23/19	Redemption - ACH Redemption	1.00	(300,000.00)	16,736,037.73
<b>Closing Balance</b>					<b>16,736,037.73</b>



## Daily Confirmation of Activity as of May 21, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,536,147.73</b>
05/21/19	05/21/19	Redemption - ACH Redemption	1.00	(1,500,000.00)	17,036,147.73
<b>Closing Balance</b>					<b>17,036,147.73</b>



**Daily Confirmation of Activity**  
*as of May 20, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,508,896.59</b>
05/20/19	05/20/19	ODOT - ODOT PYMNT	1.00	27,251.14	18,536,147.73
<b>Closing Balance</b>					<b>18,536,147.73</b>



**Daily Confirmation of Activity**  
as of *May 17, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,406,060.48</b>
05/17/19	05/17/19	ODOT - ODOT PYMNT	1.00	102,620.14	18,508,680.62
05/17/19	05/17/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	215.97	18,508,896.59
<b>Closing Balance</b>					<b>18,508,896.59</b>



**Daily Confirmation of Activity**  
*as of May 16, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,394,390.33</b>
05/16/19	05/16/19	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	11,401.35	18,405,791.68
05/16/19	05/16/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	268.80	18,406,060.48
<b>Closing Balance</b>					<b>18,406,060.48</b>





**Daily Confirmation of Activity**  
*as of May 15, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,238,271.54</b>
05/15/19	05/15/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	147,476.32 ✓	18,385,747.86
05/15/19	05/15/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	8,642.47 ✓	18,394,390.33
<b>Closing Balance</b>					<b>18,394,390.33</b>



**Daily Confirmation of Activity**  
as of May 14, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,238,136.54</b>
05/14/19	05/14/19	OR DHS HP MMIS - TITLE XIX	1.00	135.00 ✓	18,238,271.54
<b>Closing Balance</b>					<b>18,238,271.54</b>



# Daily Confirmation of Activity

as of May 10, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,237,420.04</b>
05/10/19	05/10/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	716.50	18,238,136.54
<b>Closing Balance</b>					<b>18,238,136.54</b>



**Daily Confirmation of Activity**  
as of *May 9, 2019*

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					
05/09/19	05/09/19	Redemption - ACH Redemption	1.00	(200,000.00) ✓	18,436,549.49
05/09/19	05/09/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	870.55 ✓	18,236,549.49
<b>Closing Balance</b>					<b>18,237,420.04</b>



**Daily Confirmation of Activity**  
as of May 8, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,435,996.79</b>
05/08/19	05/08/19	Redemption - ACH Redemption	1.00	(55.00)	18,435,941.79
05/08/19	05/08/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	607.70	18,436,549.49
<b>Closing Balance</b>					<b>18,436,549.49</b>



**Daily Confirmation of Activity**  
as of May 7, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,435,075.15</b>
05/07/19	05/07/19	Redemption - ACH Redemption	1.00	(13.41)	18,435,061.74
05/07/19	05/07/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	935.05	18,435,996.79
<b>Closing Balance</b>					<b>18,435,996.79</b>



## Daily Confirmation of Activity as of May 6, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>18,509,621.85</b>
05/06/19	05/06/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,458.97 ✓	18,515,080.82
05/06/19	05/06/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(4,528.75) ✓	18,510,552.07
05/06/19	05/06/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(2,285.48) ✓	18,508,266.59
05/06/19	05/06/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(754.10) ✓	18,507,512.49
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(5,910.32) ✓	18,501,602.17
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(169.09) ✓	18,501,433.08
05/06/19	05/06/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(127.61) ✓	18,501,305.47
05/06/19	05/06/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(3,156.14) ✓	18,498,149.33
05/06/19	05/06/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(5,723.89) ✓	18,492,425.44
05/06/19	05/06/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(57,350.29) ✓	18,435,075.15
<b>Closing Balance</b>					<b>18,435,075.15</b>



# Daily Confirmation of Activity

as of May 3, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>19,009,621.85</b>
05/03/19	05/03/19	Redemption - ACH Redemption	1.00	(500,000.00)	18,509,621.85
<b>Closing Balance</b>					<b>18,509,621.85</b>





## Daily Confirmation of Activity

as of May 1, 2019

Account # 4206  
Account Activity

MORROW CO  
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					
					<b>19,009,622.50</b>
05/01/19	05/01/19	LGIP Fees - ACH Redemption (5 @ \$0.05 - From 4206) - April 2019	1.00	(0.25)	19,009,622.25
05/01/19	05/01/19	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - April 2019	1.00	(0.40)	19,009,621.85
<b>Closing Balance</b>					
					<b>19,009,621.85</b>



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

(For BOC Use)  
 Item #  
 7b

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

Staff Contact: Darrell Green  
 Department:  
 Short Title of Agenda Item: 2020 Census

Phone Number (Ext):  
 Requested Agenda Date: 07/03/2019

<b>This Item Involves:</b> (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: 10 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell J Green	Admin. Officer/BOC Office	Required for all BOC meetings
7/1/2019		
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)

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

Commissioner Doherty and I met with Sarah Bushmore and Mark Czornij to discuss the 2020 Census and all the benefits of a census, such as the impact of receiving federal funding. Based on their recommendation, we should form a steering committee to establish a Complete Count Committee (CCC). The primary purpose of the Complete Count Committee is to increase awareness and motivate residents to respond to the 2020 Census.

The CCC is comprised of several subcommittees to focus on a particular area, such as an Educational subcommittee to create awareness in the local schools.

The steering committee would work on outreach to community stakeholders who want or should participate in the Complete Count Committee and start developing strategies. Suggested membership to the Complete Count Committee would be Faith-based organizations, Health Care, Senior Centers, Service Clubs, City Mayors, 4H, FFA, Veterans, minority groups, Port of Morrow, business leaders, Chamber of Commerce, Public Schools, Colleges and libraries.

Attached is a Morrow County CCC Formation Plan.

## 2. FISCAL IMPACT:

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

Suggestions for who should be on the steering committee.

Attach additional background documentation as needed.

## **MORROW COUNTY CCC FORMATION PLAN**

**June:** Outreach to potential Steering Committee members and set August meeting/training date. Outreach to community stakeholders (government, education, media, business, health care, community orgs, faith-based) and establish September CCC meeting date.

**July:** Finalize Steering Committee formation. Continue outreach to community stakeholders and finalize September CCC meeting date.

**August:** Steering Committee meeting. Marc presents/trains on CCC fundamentals. Appoint Chair. Develop work plan (see below). Discuss subcommittees, obstacles, and timelines. Develop September CCC agenda. Set future meeting dates.

**September:** First CCC meeting. Marc presents/trains on CCC fundamentals. Review & finalize work plan. Establish subcommittees. Set future meeting dates.

### **WORK PLAN COMPONENTS**

- Goals and objectives of the CCC and description of the community
- CCC name
- Committee structure
- Strategies for reaching objectives
- Broad timetable of events and activities with dates
- Reports of subcommittee activities
- Strategies for thanking CCC members, the community, and others who provide support
- Final evaluation of CCC activities and successes to help the Census Bureau guide future committees

### **SUMMARY OF KEY COMMUNICATION PHASES**

**October-December:** Education Phase. CCC leadership develops mission and message with all members and identifies how to bring awareness to the community.

**January-February:** Awareness Phase. Government and community leaders participate in activities highlighting the message that the 2020 Census is easy, important, and safe. (Census Bureau's official Awareness Phase begins 1/1/20.)

**March-May:** Motivation Phase. CCC implements activities of the work plan to ensure community members are encountering census messages during work, play, leisure, school, and worship.

**April:** Motivate everyone to take ownership of the census, make a conscious decision to participate, know where to go for assistance, and be ready to complete the questionnaire.

**May-July:** Reminder Phase. Bureau will begin following up with households that haven't responded. Continue encouraging self response as well as cooperation with in-person visits.

**Where do referrals come from?**

Our referrals come from anywhere and everywhere. This includes community partner, internal and self-referrals. Core community partner referrals often come from probation, DHS, ADES-DUII screeners, the Health Department, several medical clinics, the hospital, the Sherriff's office and the schools. There are of course other partner referrals from time to time. Approximately 10-15% of our referrals are self-referrals from patients or family members themselves. And a percentage of our referrals are internal referrals, meaning clinical staff identify an existing patient that may benefit from another internal program they currently aren't enrolled in.

**How do people get referred?**

Patients are referred by any means. We pride ourselves in accepting patients by any means. From partners this often comes in the form of a written referral with supporting documentation but at times, it's simply a phone call from the partner or they simply have the patient call themselves. The self-referrals are often patient calls or walk-ins. And the internal referrals are a formal process whereby staff are trained on the respective process and forms to complete.

Morrow Co students served in the 2018-19 school year:

ABC Classroom: 9

Irrigon Jr/Sr HS: 112

Riverside Jr/Sr HS: 51

Heppner HS and Elementary: 152

Sam Boardman: 7

Windy River: 9

MES: 6

Irrigon Elementary: 28

AC Houghton: 7

Total kids served: 374

#	Area	Finding	Date of Completion	Activities for compliance	Plan for quality assurance activities	Responsible Individual	Update as of 4/22/19
1	309-008-0300 of Certification	CCS does not have the certificate or a legible copy and any accompanying letter noting approved service delivery locations.	12/7/2018	Letters that accompanied the COA's are not posted in the service delivery locations	In the future, when an updated COA is received, the accompanying letter will be attached.	Kimberly	All letters are posted in all offices
2	309-019-0110 Provider Policies	CCS' policy/procedure on grievances and appeals is not consistent with OAR.	2/6/2019	Grievance & appeals policy was updated 2/6/2019 to be consistent with OAR Annually Review OAR for any updates A policy was drafted and sent to Clinical Director 2/4/19 and incorporates trauma informed care rationale, definitions, policy and guiding principles.	Grievance & appeals policy was updated 2/6/2019 to be consistent with OAR Annually Review OAR for any updates	Rick/Kimberly	Policy has been updated and approved
3	309-019-0110 Provider Policies	CCS' policy on trauma informed service delivery is not consistent with the Division's trauma informed services policy.	2/4/2019		CCS will coordinate Trauma informed related trainings annually and review TIC policy annually.	Chris Olwine	Policy has been updated and approved. Training has occurred.
4	309-019-0110 Provider Policies	CCS' policies and procedures do not contain each component as outlined in 309-019-0110(5)(a-e)	1/16/2019	Missing components were added to the clinical policy and procedure on 1/16/19. They will be formally adopted pending advisory board and CEO approval.	Staff are trained annually in our policies and additions/changes will be reviewed annually.	Thad	Components were added and policy approved. Compliance has reviewed full policy and another iteration will be sent to advisory boards for approval.
5	309-019-0130 Personnel Documentation, Training and Supervision	Clinical supervision logs for not supervisory program staff do not contain documented evidence that monthly face to face contact occurred for a minimum of one hour, or documentation that a second hour occurred either by an individual or face to face contact.	1/18/2019	CCS already meets this standard other than missing one additional hour for staff in even numbered months. This topic was reviewed at length in the December 2018 clinical supervisor meeting. Clinical supervisors will ensure the additional hour of supervision is provided and documented.	We will initiate internal, quarterly supervision file audits to monitor for compliance.	Thad	An additional one hour of supervision is being provided to all clinical staff during non-all-clinical months. Supervision file audits are occurring regularly. Fruther, we added regular A&D specific group supervision for A&D staff.
6	309-019-0135 Entry	2 out of 21 records review do not contain a written informed consent for services.	1/30/2019	Review with front office and satellite locations staff the importance of having the informed consent form signed and attached to the client record	On a quarterly basis the business office will do a review of new client paperwork to ensure the intake paperwork is complete	Rick	Instructions for specific and separate consent forms sent to business office to incorporate into intake. Business office reports regular chart intake audits are occurring.
7	309-019-0135 Entry and Assessment	10 out of 21 service records reviewed do not contain evidence that each orientation component outlined in OAR was offered to individuals.	1/30/2019	Intake packets were revised to include necessary components outlined within the OAR. Review was done with front office and satellite location staff regarding the importance of getting the intake packet completely filled out and attached to the client record	On a quarterly basis the business office will do a review of new client paperwork to ensure the intake paperwork is complete	Rick	All required and updated intake/orientation sent to business office to incorporate into intake. Business office reports regular chart intake audits are occurring.



8	309-019-0135 Entry and Assessment	One service record reviewed documented an entry date of 4/10/17; however, an assessment was not documented until January 9, 2018. During these dates, multiple crisis appointments were documented.	1/16/2019	Our policy, training and directives already align with the need to have an assessment at time of entry. This was reiterated with staff during our all-clinical training on 1/9/19.	This is supported through ongoing QA chart reviews and electronic health record prompts letting the clinician know if an assessment is present and/or expired.	Thad	Assessments are occurring at time of entry and chart reviews are occurring regularly
9	309-019-0135 Entry and Assessment	6 out of 21 service records do not contain assessment that included sufficient information and documentation to justify presence of a diagnosis that is the medically appropriate reason for services.	1/16/2019	In early Fall 2018, we completely over-hauled our assessment form, had an initial round of training from our medical director with clinical supervisors, and held two subsequent rounds of training on the form and content with all-clinical staff in November 2018 and January 2019. The new form accomodates better support of diagnoses and medical necessity.	There will be ongoing QA chart reviews, training and regular review of charts with feedback by LMP desingated staff.	Thad	New assessment form is being utilized with domains to support diagnosis justification. Chart reviews are occurring regularly.
10	309-019-0135 Entry and Assessment	9 out of 10 substance use service disorder records reviewed do not contain assessments consistent with the dimensions described in the ASAM or documents a diagnosis and level of care determination consistent with the DSM and ASAM.	1/22/2019	New ASAM section added to assessment and assessment update form, which asks the A&D clinician to support each dimension justification with narrative dialogue. Email correspondence sent out explaining. Will follow up with training and will monitor for compliance via ongoing LMP designated review.	Will follow up with training and will monitor for compliance via ongoing LMP designated review.	Thad	ASAM section was added, training has been provided, and chart reviews are occurring regularly. Additional ASAM training will occur with A&D staff on 6-19-19
11	309-019-0135 Entry and Assessment	10 out of 10 service records reviewed do not contain either additional assessments to determine the need for additional services and supports and the level of risk to the individual, or contain documentation of referral for further assessment, planning and intervention form an appropriate individual, either with the same provider or with a collaborative community provider, when the assessment process determines the pesence of co-occurring use and mental health disorders or any risk to health and safety.	1/25/2019	Needs and referrals section was added to assessment requiring the clinician to answer a number of questions around additional services and supports, the need for referrals, and the need for those things to be noted on the service plan. Email correspondence sent out.	Subsequent training to occur. Will monitor for adequate usage via regular LMP review for sign-off, ongoing.	Thad	Needs and referrals section was added with mandated questions. Where indicated, these needs and referrals are being transferred to service plans. Chart reviews are occurring regularly.
12	309-019-0140 Service Plan and Service Notes	2 out of 10 substance use disorders service records reviewed do not contain any assessment consistent with the dimensions described in the ASAM; therefore, the service plan could not reflect the full assessment and the level of care to be provided.	1/22/2019	Same resoultion as #10 above concerning ASAM support/justification	Same as #10 above.	Thad	Same as #10 above.
13	309-019-0140 Service Plan and Service Notes	2 out of 21 service records reviewed do not contain a safety plan when the assessment indicated risk to the health and safety of the individual or to others.	1/17/2019	As of several months ago, we embeded a suicide/safety screening requirement into our assessment, assessment update and service plan forms. The clinician is required to assess for risk and safety plan if indicated. Further, ongoing monitoring of high risk patients occurs twice weekly in a patient suicide prevention meeting, where a team monitors the patient and chart ongoing.	This will be an ongoing process.	Thad	Safety plan is now required when risk is indicated. Further, as part of our Zero Suicide initiative, we embedded the recommended safety plan template into our required suicide screening section. Specific training has occurred with all clinical staff.

14	309-019-0140 Service Plan and Service Notes	15 out of 21 records reviewed do not contain service plan objectives that are either individualized or measurable to include a baseline evaluation.	Target date of 3/13/2019	While we have provided numerous trainings on service plan objective measurability, wording and formatting, we will be spending significant time on training this again on 3/13/19 during our all-clinical group supervision.	There will be ongoing review by direct supervisor and LMP of service plans for appropriate documentation.	Thad	Further and specific training around service plan objectives occurred on 5-8-19. Chart reviews are occurring regularly.
15	309-019-0170 Outpatient Problem Gambling Treatment and Recovery Services	3 out of 3 problem gambling service records reviewed do not contain documentation that family counseling was offered to family members, even if the individual identified was a problem gambler is unwilling or unavailable to accept services.	1/24/2019	A field was added to our gambling assessment where the gambling clinician is prompted to answer whether the gambling client's family was offered services and to what extent they were.	This will be monitored ongoing through review and sign-off on all assessments by LMP designated signer.	Thad	Family prompt question was added to assessment form. Gambling specific chart reviews are occurring regularly.
16	309-019-0170 Outpatient Problem Gambling Treatment and Recovery Services	2 out of 3 problem gambling service records reviewed do not contain documentation that a financial assessment was completed.	1/17/2019	A field was added to our gambling assessment section in late Nov 2018 in our assessment requiring a financial assessment be completed for any problem gambling client.	This will be monitored for completion ongoing via review and sign-off on all assessments by LMP designated signer.	Thad	Financial field has been added to the assessment form and gambling specific chart reviews are occurring regularly.
17	309-019-0170 Outpatient Problem Gambling Treatment and Recovery Services	3 out of 3 problem gambling service records reviewed do not contain documentation that the service plan included a financial component consistent with the financial assessment. Two of the three records do not contain any financial assessments.	1/24/2019	Supervision was provided to CCS problem gambling counselor about the need to include a financial assessment/management component in all gambling service plans. This will be monitored ongoing via review and sign-off on all service plans by LMP designated reviewer.	This will be monitored ongoing via review and sign-off on all service plans by LMP designated reviewer.	Thad	Supervision on the topic has been provided to our gambling counselor and regularly gambling chart audits are occurring.
18	309-019-0170 Outpatient Problem Gambling Treatment and Recovery Services	2 out of 3 problem gambling service records reviewed do not contain documentation that a risk assessment for suicide ideation was included in the entry process and documented in the assessment, with appropriate referrals made.	1/24/2019	Same resolution as #13 above...risk assessment and safety planning is now included in all problem gambling clinical documentation forms.	Same as #13 above.	Thad	Same as #13 above.
19	309-019-0185 Outpatient Substance Use Disorders Treatment and Recovery Programs	2 out of 2 adolescent substance use disorders service records do not contain documented evidence that services were conducted or appropriate referrals made for family counseling, community and social skills training or smoking cessation.	1/25/2019	Same as #11 above which contains required adolescent questions to answer for these services	Same as #11 above.	Thad	Same as #11 above.
20	309-019-0185 Outpatient Substance Use Disorders Treatment and Recovery Programs	2 out of 2 adolescent substance use disorders service records do not contain documented evidence that referrals were made for peer delivered services.	1/25/2019	Same as #11 above	Same as #11 above.	Thad	Same as #11 above.
21	309-019-0195 DUII Services Providers	4 out of 5 DUII service records reviewed do not consistently contain documented evidence that each of the OAR required education topics were conducted.	Target date of 3/01/2019	We are currently putting together a DUII education manual with full materials for all required topics to be distributed to our DUII counselors. This will standardize what materials are used and what topics are covered. In addition, we are creating a DUII patient checklist that must be completed before a DUII patient can successfully discharge. All staff will receive education such manual and checklist. It should be noted, all DUII requirements were sent out to DUII counselors and supervisors during the November site review given the noted, forthcoming findings.	Regular chart audit of DUII specific files to occur quarterly.	Thad	DUII education manual and checklist was developed. Both were sent to DUII counselors and subsequent training was provided. DUII specific chart audits are occurring.

22	309-019-0195 DUII Services Providers	3 out of 5 DUII service records reviewed do not contain documented evidence that urinalysis testing was conducted at the time of the assessment. Two of the three DUII service records do not contain any documentation of urinalysis testing.	1/25/2019	DUII staff have long been trained to collect a urinalysis at time of assesment. We have added a reminder prompt for this in our Needs and Referrals section of our assessment form.	This will be monitored via DUII QA chart audit ongoing.	Thad	Training has been provided to DUII counselors and minimum required urinalyses/frequency/type added to DUII checklist as referenced above.
23	309-019-0195 DUII Services Providers	3 out of 5 DUII service records reviewed do not contain documented evidence that urinalysis testing was conducted twice per calendar month with no more than 14 calendar days between tests. Two of the three DUII service records do not contain any documentation of urinalysis testing.	Target date of 3/01/2019	All DUII counselors and supervisors have been trained in the urinalysis requirements for DUII patients. Further, we are developing a checklist for each DUII patient chart for the counselors to use.	This will be monitored ongoing via DUII chart audits.	Thad	Same as #22 above.
24	309-019-0195 DUII Services Providers	4 out of 5 DUII service records reviewed do not contain documented evidence that CCS is reporting to the referring ADSS no later than 30 calender days from the date of referral nor every 30 dalendar days while enrolled in DUII rehabilitation.	Target date of 3/01/2019	All DUII counselors and supervisors have been trained as to the ADSS reporting requirements.	This will also be part of the checklist and QA monitoring as referenced above in #23.	Thad	Training provided to DUII counselors and ADSS contact requirements are part of previously mentioned DUII checklist.
25	309-019-0215 Grievances and Appeals	CCS is not posting a grievance process notice in a common area.	1/31/2019	CCS will post grievance process notice in lobby area	CCS will review lobby area with compliance officer to ensure all postings meet guidelines	Rick	They have been posted.
26	309-019-0205 Building Requirements in Behavioral Health Programs	CCS's application for recertfication of outpatient behavioral health treatment states that fire and safety reports are missing for the service delivery buidlings located in Arlington, Condon, Boardman, John Day and Fossil.	12/19/2018	All fire inspections have been completed. Previous site inspections have been sent. The site inspection for Fossil is attached.	The CCS Office Manager, Shannon Boor, will be responsible for annually ordering fire inspections October of every year. She has put this in her work calender for the next three years.	Kimberly	They will be requested annually.
27	309-019-0215 Grievances and Appeals	CCS's grievances and appeals policy does state that expedited grievances will be reviewed and responded to within 48; however, the appeals process states that appeals be submitted to the Executive Director or GOBHI/OHA as applicable. Per OAR, appeals shall be submitted to the Division.		Grievance & appeals policy was updated 2/6/2019 to incorporate language consistent with OAR regarding appeals being submitted to the division,.	Grievance & appeals policy was updated 2/6/2019 to incorporate language consistent with OAR regarding appeals being submitted to the division. Annually review OAR for any updates	Rick	Policy has been updated and approved by State. It's also been posted and has been sent to business office for corporation into intake packet.
28	309-019-0215 Grievances and Appeals	CCS' grievances and appeals policy state that appeals be submitted to the Executive Director or GOBHI/OHA as applicable, and that the Executive Director will repond within 10 days. Per OAR, appeals shall be submitted to the Division and the Division shall respond within 10 days.	2/6/2019	Grievance & appeals policy was updated 2/6/2019 to incorporate language consistent with OAR regarding appeals being submitted to the Division, and the Division shall respond within 10 days.	Grievance & appeals policy was updated 2/6/2019 to incorporate language consistent with OAR regarding appeals being submitted to the Division, and the Division shall respond within 10 days. Annually review OAR for any updates.	Rick	Same as #27 above.
29	309-033-0230 Custody of Persons Alleged to Be Mentally Ill Prior to Filing a Notification of Mental Illness	CCS could not provide documented evidence of written procedures directing peace officers or approved secure transport providers to transport persons taken into custody , pursuant to ORS 426.228, to an approved hospital or nonhospital facility.	1/25/2019	Said procedures were added to our clinical policy and procedure manual which is reviewed annually for updates. Letter was created on 2/1/19 to sheriff's and chiefs and will be either mailed or hand delivered by no later than 2/28/19	Policy and procedure to be reviewed annually for updates consistent with statue and rule.	Thad	Clinical policy and procedure manual was updated, letters have been drafted and sent to LEO's.

30	<p>309-033-0230 Custody of Persons Alleged to Be Mentally Ill Prior to Filing a Notification of Mental Illness</p>	<p>CCS has not distributed copies of written procedures to the sheriff and the chief of police of each municipality and approved secure transport providers, directing them where to transport persons taken into custody pursuant to ORS 426.228.</p>	<p>Target date of 2/28/2019</p>	<p>Letters drafted and will be delivered to all sheriff's and police chiefs in our catchment counties. Letter was created on 2/1/19 and will be mailed or hand delivered by 2/28/19. See attached.</p>	<p>These will be sent out regularly per new procedures added, as referenced in #29 above.</p>	Thad	Same as #29 above.
31	<p>426.228 Custody; authority of peace officers and other individuals; transporting to facility; reports; examination of person</p>	<p>The directors written report of individuals being taken into custody is not formatted in a way to be delivered by a peace officer to the licensed independent practitioner as described in ORS 426.228(2).</p>	1/24/2019	<p>Procedures were added to policy manual directing staff to complete Director's custody report as applicable to provide to the licensed independent practitioner. Email with instructions sent to staff.</p>	Will monitor for compliance through QA.	Thad	Same as #29 above.

**Morrow County**  
SB561 COMMUNICATION AND RESPONSE PROTOCOL

**Date:** September 12, 2017  
**Subject:** Suicide Prevention Policy  
Reviewed: July 3, 2019

**Purpose:** This policy provides a procedure for identifying community partners and local communication pathways for information sharing inclusive of mobilization of a postvention responses.

**Policy:** Suicide is the second leading cause of death among youth ages 10 to 24 years in Oregon. The Morrow County youth suicide response team is committed to working collaboratively with each other and the community to establish suicide prevention activities along with postvention and contagion-reduction protocols. Community Counseling Solutions (CCS), serving on behalf of the Local Mental Health Authority (LMHA), will provide oversight of the process for coordination of the community response for suicides that meet Oregon Senate Bill 561 criteria<sup>1</sup>.

**Communication and Response Protocol:**

1. Law Enforcement, Medical Examiner, Higher Education or the School District will notify CCS within 72 hours providing the following information as available:
  - a. School attended or facility where person worked and resided;
  - b. Race/Ethnicity of the deceased;
  - c. Gender of the deceased;
  - d. Age of the deceased;
  - e. Gender identity of the deceased;
  - f. Sexual orientation of the deceased;
  - g. Means of death; and,
  - h. Whether the youth was in the custody of a government agency (e.g., Department of Human Services [DHS], Oregon Youth Authority [OYA], etc.).
2. CCS will collect information and submit the required Oregon Health Authority (OHA) form to the OHA Suicide Intervention Coordinator via secure email within 7 days of the death<sup>2</sup>.
3. Once notified of a suspected youth suicide, CCS will convene the Morrow County Youth Suicide Response Team (YSRT) that consists of:
  - a. Morrow County Sheriff's Office Sheriff or Designee
  - b. Boardman Police Department Chief or Designee
  - c. Morrow County Medical Examiner
  - d. Morrow County School District Superintendent or Designee
  - e. Ione School Principal or Designee
  - f. Community Counseling Solutions Director or Designee
  - g. Blue Mountain Community College Designee

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<sup>1</sup> OARs 309-027-0010; ORS 418.735

<sup>2</sup> See Appendix A

4. The YSRT agrees to meet within 48 hours of a suspected youth suicide, unless the suicide occurs on a holiday or weekend, in which case the team will meet within 72 hours. The team will strive to meet in person, but participation by phone is allowable.
5. The YSRT will identify a Lead Communication person. The person identified will vary from situation to situation. Factors to consider in determine the lead include age of youth, conflicts of interest, level of historical involvement (if any) with identified agencies, etc.
6. Upon request, institutions of higher education, school districts, and other Morrow County based education options will provide directory information, per policy and Family Education Rights and Privacy Act (FERPA), to CCS.
7. Medical Examiner, or other identified agency/individuals, will notify CCS of final disposition of the fatality review if not ultimately determined to be a suicide.
8. In the event an individual's residence is in a county other than Morrow County, CCS will reach out to the Community Mental Health Program in the county of residence for notification of the individual's death.

### **Immediate Postvention Response:**

#### Youth Suicide Response Team

1. Verify the death and cause as available from the Medical Examiner, Law Enforcement or school personnel.
2. Coordinate with affected organizations (law enforcement, schools, etc.) to determine who will take the lead within that organization after a confirmed suicide- if not already identified.
3. Coordinate with local chaplains to provide resource information to families and families of choice.
4. As appropriate, mobilize the full CCS crisis team to respond as needed under the direction of the CCS Clinical Director or the CCS Director.
5. During response process, collaborate with community partners to identify "at risk" individuals in order to prevent contagion;
6. CCS will provide psychoeducation resources on grieving, depression, PTSD, and suicide to those "at risk" and others in the community.
7. Collect information on "at risk" individuals and provide or coordinate outreach as needed;
8. As appropriate, link impacted parties to resources.
9. As appropriate, disseminate information regarding safe reporting best practices for the media.
10. As appropriate, disseminate information regarding best practice postvention procedures (for example, how to communicate with school staff and family members appropriately, how to help siblings re-introduce themselves into the school setting).

### **Intermediate postvention response:**

1. As requested, CCS, schools and/or other community providers will provide services to impacted individuals including family members and peers of the deceased.
2. On-going risk assessment of impacted individuals will occur through natural organizational contacts, i.e. higher education counseling, school counseling, etc., as available.
3. Additional psychoeducation on suicide prevention and dissemination of information and other suicide prevention resources will be provided as requested.

**Long Term postvention response**

1. As requested, the identified Lead Communication person will continue to maintain contact with individuals at higher risk.
2. The YSRT will meet as needed to further evaluate risk and determine continued areas of concern or need. Appropriate agencies will provide follow up response.
3. CCS will provide ASIST training as needed/requested
4. Impacted organizations will continue to monitor for the risk of contagion.

Appendix A

**Youth Suicide Reporting Form  
Oregon Health Authority**

**Please provide the most information possible in compliance with applicable confidentiality and privacy laws.**

Today's date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Your name:

\_\_\_\_\_ Title \_\_\_\_\_

Organization:

\_\_\_\_\_

Your email:

\_\_\_\_\_

Date of suspected suicide death: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Decedent age: \_\_\_\_\_

City and/or county where suicide occurred and any other impacted counties:

\_\_\_\_\_

Name of college/school attended, if known: \_\_\_\_\_

Crisis response and postvention services/supports provided (please indicate the entity or individual providing the service/support):<sup>3</sup>

- Immediate crisis response—
- Near-term postvention (in coming months)—
- Longer-term postvention (for as far as a year out)—

Would you like to request technical assistance from OHA? Yes/No

The following information will assist LMHAs in leading their communities in providing short- and long-term postvention and guide OHA in offering technical assistance. **OHA suggests that LMHAs have a dialog with local partners and systems with the intent of starting a process to begin collecting the following information.**

\_\_\_\_\_

<sup>3</sup> If not available at this time, you may contact OHA with your plans within 45 days of this report.



- *School attended or facility where the individual resided*
- *Race/Ethnicity of Decedent*
- *Sex of Decedent*
- *Gender identity/sexual orientation of decedent*
- *Means of Death*
- *Was the youth in the custody of a government agency (e.g. DHS, OYA, etc.)? If so, which agency?*
- *Was the suicide in a public place?*
- *Did the decedent leave a suicide communication?*
- *Is there evidence of bullying (cyber or in person)?*
- *Was social media involved?*
- *Have there been other suicides by children/youth/young adults in the decedent's family or community in the past year?*
- *Have there been other traumatic deaths in the community (e.g. accidents, prominent people, relatives/friends, etc.)?*

Morrow Co. 2018/2019 Enrollment Data

<u>Adult OP MH</u>	Enrolled 2019	At least one visit during Month 2019	Total # Services 2019	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018
Jan	516	143	391	473	132	199
Feb	490	125	294	468	119	200
Mar	463	124	287	493	160	370
Apr	445	108	255	490	158	346
May				505	106	324
Jun				539	182	354
Jul				528	190	375
Aug				551	136	392
Sept				550	105	269
Oct				475	124	287
Nov				471	103	244
Dec				468	101	238
<u>Chemical Dependency</u>	Enrolled 2019	At least one visit during Month 2019	Total # Services 2019	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018
Jan	317	50	173	247	51	109
Feb	313	45	170	244	31	56
Mar	271	53	251	284	55	32
Apr	289	33	228	250	50	18
May				266	75	79
Jun				277	72	146
Jul				275	31	155
Aug				306	29	64
Sept				306	22	53
Oct				297	47	180
Nov				295	37	159
Dec				297	41	136
<u>Child OP MH</u>	Enrolled 2019	At least one visit during Month 2019	Total # Services 2019	Enrolled 2018	At least one visit during Month 2018	Total # Services 2018
Jan	377	104	290	323	98	302
Feb	356	102	195	322	99	221
Mar	348	106	225	359	123	244
Apr	338	112	272	355	124	287
May				362	186	209
Jun				374	133	90
Jul				383	116	69
Aug				388	82	217
Sept				388	76	162
Oct				362	93	252
Nov				355	85	200
Dec				353	92	164
<u>Assessments</u>	Chemical Dependency Assessments 2019	Adult Assessments 2019	Child Assessments 2019	Chemical Dependency Assessments 2018	Adult Assessments 2018	Child Assessments 2018
Jan	5	15	19	8	17	11
Feb	4	16	18	3	7	11
Mar	15	12	9	4	9	14
Apr	7	14	11	5	20	13
May				7	8	14
Jun				11	18	8
Jul				7	17	9
Aug				10	22	6
Sept				6	10	7
Oct				13	13	22
Nov				12	7	9
Dec				7	7	11
Annual Totals	82	87	87	93	155	139

OSH Aid & Assist Census as of 2019-07-01

County	.370 Census	.365 Census	.315 Census	A&A Census	Change from Prev. Week	% of Census	% of State Pop.	Census vs. Pop. Dif.	Fel.	% Fel.	Misd.	% Misd.	None Listed
Multnomah	48			48	3	18.3%	19.51%	-1.19%	39	81.3%	6	12.5%	3
Lane	32			32	1	12.2%	9.06%	3.15%	16	50.0%	13	40.6%	3
Washington	28			28	1	10.7%	14.12%	-3.43%	19	67.9%	5	17.9%	4
Jackson	26			26	-1	9.9%	5.29%	4.63%	20	76.9%	6	23.1%	
Marion	25			25	0	9.5%	8.21%	1.34%	16	64.0%	5	20.0%	4
Coos	15			15	-3	5.7%	1.59%	4.13%	9	60.0%	6	40.0%	
Clackamas	11			11	-1	4.2%	9.89%	-5.69%	5	45.5%	5	45.5%	1
Linn	9			9	1	3.4%	3.02%	0.41%	3	33.3%	4	44.4%	2
Josephine	9			9	0	3.4%	2.12%	1.32%	4	44.4%	5	55.6%	
Tillamook	8			8	-1	3.1%	0.65%	2.41%	4	50.0%	3	37.5%	1
Douglas	7			7	1	2.7%	2.72%	-0.05%	6	85.7%			1
Yamhill	7			7	0	2.7%	2.57%	0.10%	5	71.4%	2	28.6%	
Deschutes	5			5	-1	1.9%	4.23%	-2.32%	2	40.0%	3	60.0%	
Polk	5			5	-1	1.9%	1.96%	-0.05%	3	60.0%	2	40.0%	
Lincoln	5			5	-1	1.9%	1.18%	0.73%	2	40.0%	2	40.0%	1
Clatsop	5			5	0	1.9%	0.95%	0.96%	2	40.0%	2	40.0%	1
Columbia	3			3	0	1.1%	1.25%	-0.11%	2	66.7%	1	33.3%	
Kiamath	2			2	0	0.8%	1.67%	-0.91%	2	100.0%			
Malheur	2			2	0	0.8%	0.78%	-0.01%	2	100.0%			
Wasco	2			2	0	0.8%	0.65%	0.12%	2	100.0%			
Curry	2			2	-1	0.8%	0.57%	0.20%	2	100.0%			
Benton	1			1	0	0.4%	2.20%	-1.81%					1
Umatilla	1			1	0	0.4%	1.95%	-1.57%	1	100.0%			
Hood River	1			1	0	0.4%	0.58%	-0.20%			1	100.0%	
Crook	1			1	0	0.4%	0.53%	-0.15%					1
Baker	1			1	0	0.4%	0.41%	-0.03%			1	100.0%	
Gilliam	1			1	0	0.4%	0.05%	0.33%	1	100.0%			
Union							0.65%	-0.65%					
Jefferson							0.56%	-0.56%					
Morrow							0.28%	-0.28%					
Lake							0.20%	-0.20%					
Grant							0.18%	-0.18%					
Harney							0.18%	-0.18%					
Wallowa							0.17%	-0.17%					
Sherman							0.05%	-0.05%					
Wheeler							0.03%	-0.03%					
<b>Total</b>	<b>262</b>	<b>0</b>	<b>0</b>	<b>262</b>	<b>-3</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>167</b>	<b>63.7%</b>	<b>72</b>	<b>27.5%</b>	<b>23</b>

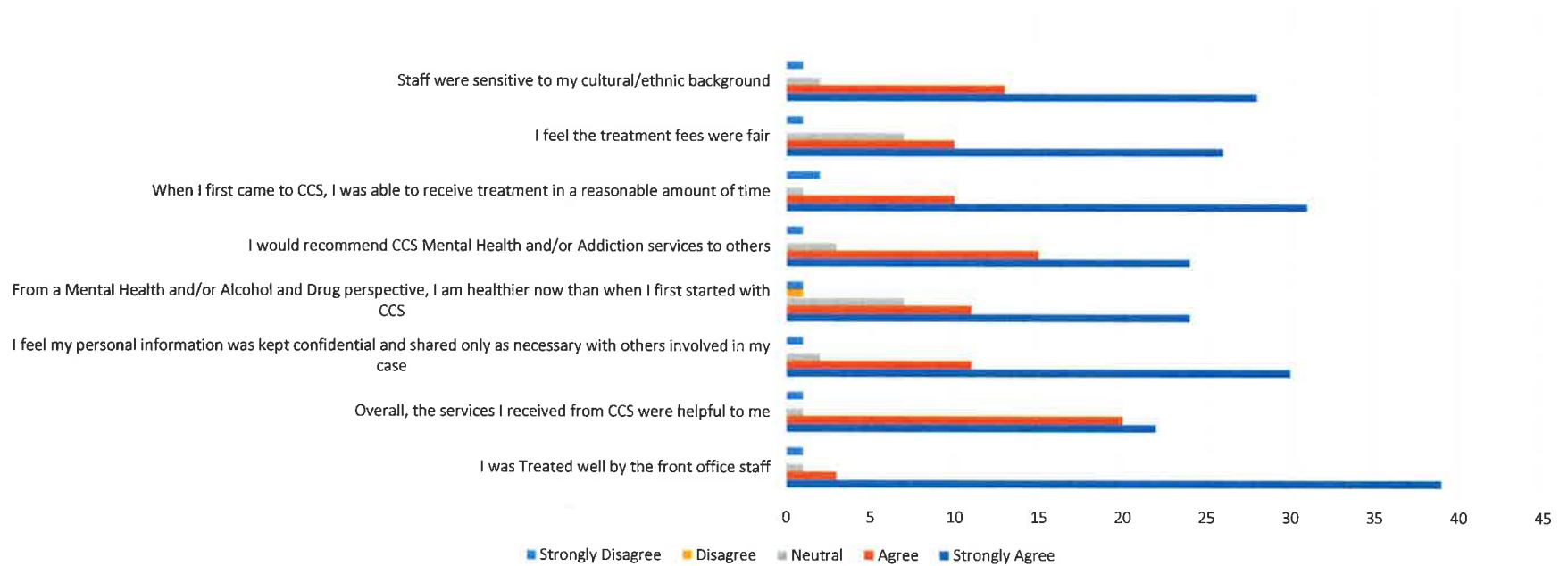
# Community Counseling Solutions



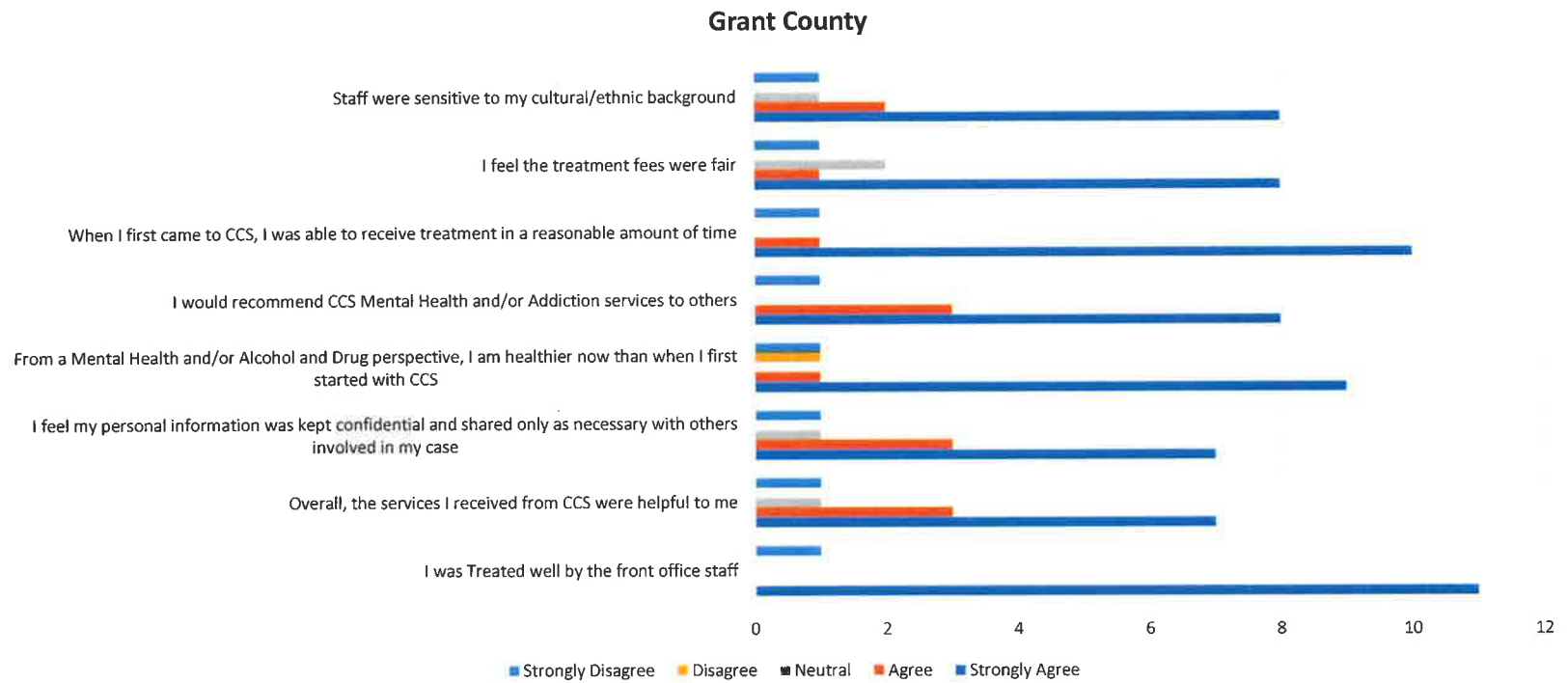
*Changing Lives*

# Agency Combined Consumer Survey Results

## Agency Combined



# Grant County

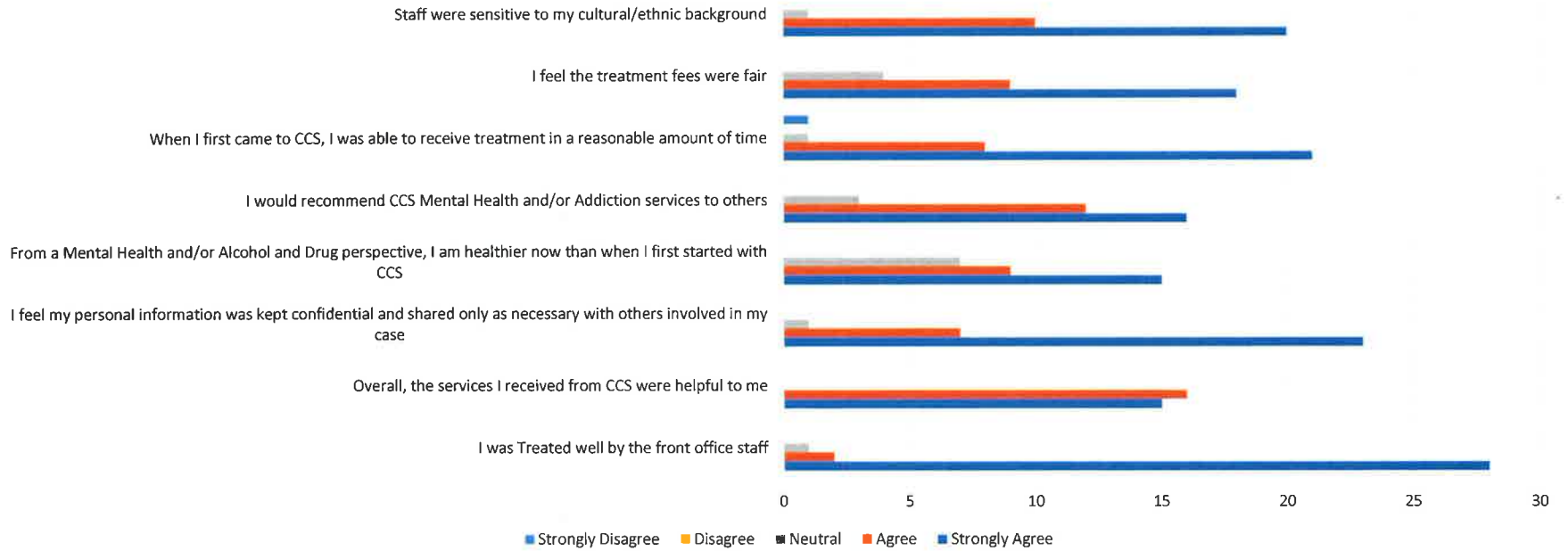


# Grant County Comments

- “Started drinking again”

# Wheeler / Gilliam County

## Wheeler/Gilliam County



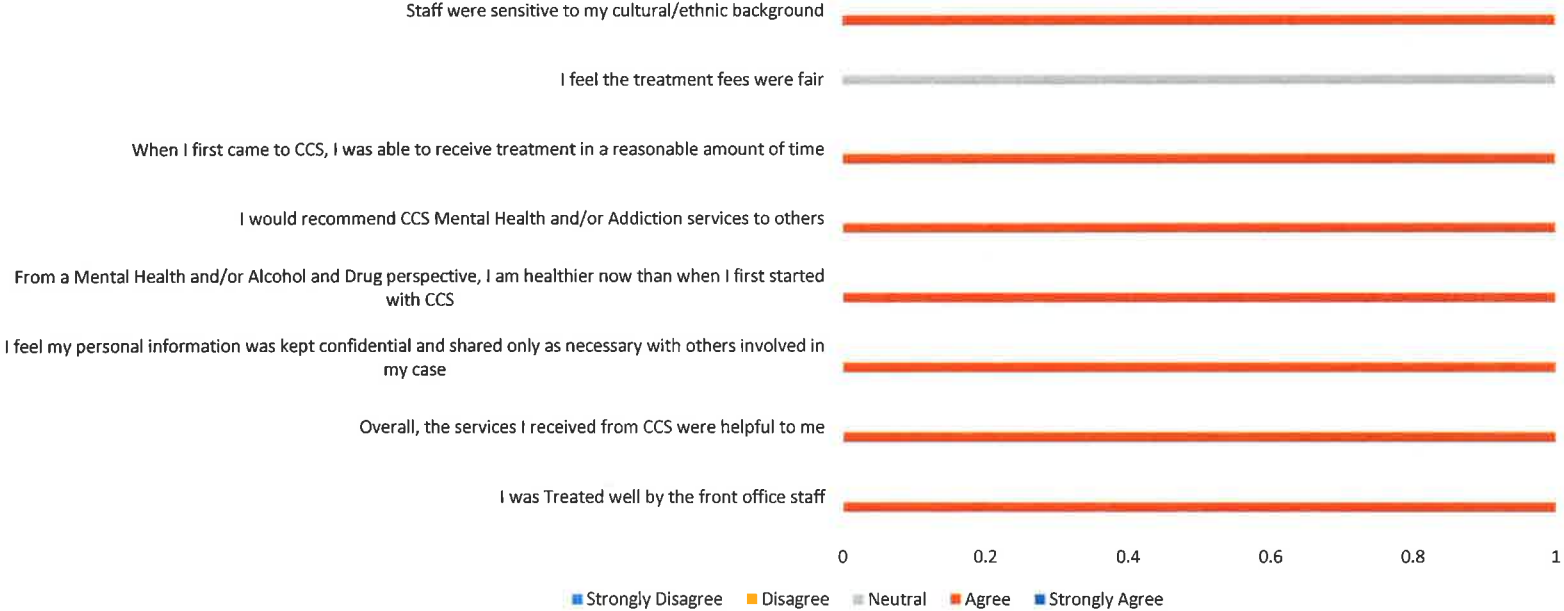


# Wheeler / Gilliam County Comments

- “Keep doing what you are doing”
- “Keep up the good work”
- “Maybe if I quit coming it would be because I got the therapy I needed”
- “I just don’t like counseling, never have”
- “I will not quit”
- “Get front office help”
- “Won’t leave until done because it is awesome here and they take care of me”
- “Brooke is a good counselor and she is not mean”
- “Brooke is a great counselor for teens, She listens very well. I love her”
- “I feel better about myself with the help of Brooke”

# Morrow County

## Morrow County



# Morrow County Comments

- “Thank you all!”



## Administration

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

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

**TO:** Board of Commissioners

**FROM:** Darrell Green, County Administrator

**DATE:** July 1<sup>st</sup>, 2019

**RE:** Administrator Monthly Report for June 2019

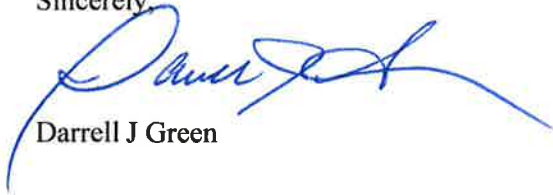
Below are the highlights for the month of June:

1. North County Government Building update:
  - a) We had our Kick Off meeting on June 20<sup>th</sup>. Discussed Project Goals, contract requirements, RFQ and RFP, Scope of Services, evaluation criteria and pricing.
2. Bartholomew Lower Level remodel- Reviewed the bid on June 18<sup>th</sup> and have another meeting on July 1<sup>st</sup> to verify information on the revised bid.
3. Retirement Plan- Commissioner Russell, Kate Knop and myself met with OHSU's VP of Human Resources, Dan Forbes to discuss how they transitioned to a Defined Contribution Plan.
4. Meetings
  - a) Meetings with NextEra on June 4<sup>th</sup> and June 25<sup>th</sup>. Working on the Road Agreement and how the project will roll out.
  - b) Meetings with Vadata and Gray Construction on June 13<sup>th</sup>, and 27<sup>th</sup>. Reviewed the cost of building Olson Rd and Wilson Lane. Also working on the amendment to the Road Agreement.
  - c) County Potluck Picnic on June 20<sup>th</sup> went well! I believe everyone had a good time and got to know each other outside of work.
  - d) Surveyor meeting on June 17<sup>th</sup>. I forwarded Ferguson's response to the County Surveyor for feedback.
  - e) IAMP meeting on June 19<sup>th</sup> to review the interchange at Laurel Lane Rd on the south side of I-84 and Columbia Ave on the north side. A round-a-bout is being considered on the north side and loop roads are being considered on the south side.
  - f) I attended County College on June 21<sup>st</sup> and 22<sup>nd</sup>. The topic was Public Health. Speakers from OHA, CLHO and DHS presented information. Washington County Counsel spoke about OHA contracts and we had a presentation about the Veterans Administration.
  - g) Orchard Winds meeting on June 27<sup>th</sup>. We received information about the project, the different organizations involved and their desire to enter into a SIP agreement.

5. Other projects or activities

- a) Census 2020-.met with Sarah Bushmore and Marc Czornij on June 19<sup>th</sup> to discuss rolling out the 2020 Census. The main focus was setting up a steering committee and engaging community stakeholders to establish a Complete Count Committee.

Sincerely,



Darrell J Green



## Morrow County Sheriff's Office - Monthly Stats 2019

Incident	January	February	March	April	May	June	
Alarms	12	10	7	15	6	12	
Animal Complaint	26	26	36	29	33	38	
Agency Assist	23	16	23	19	24	19	
Assaults	2	2	3	3	7	4	
Burglary	6	0	3	4	2	3	
CHL	23	13	16	19	19	14	
Citizen Assist	11	14	12	25	17	15	
Civil Service	54	64	62	52	73	62	
Code	14	7	14	33	28	45	
Death Investigation	1	1	1	0	1	0	
Disturbance	15	7	13	25	19	18	
Dog	57	39	61	41	85	47	
Driving Complaints	83	71	80	97	89	103	
Drunk/Impaired Driver	4	5	6	6	5	10	
EMS	21	29	22	33	20	31	
Hit & Run	4	0	1	4	2	1	
Juvenile Complaints	15	12	18	23	28	16	
Motor Vehicle Crashes	19	80	15	7	12	13	
RV Code				6	2	3	
Suicidal	6	3	2	7	4	3	
Suspicious Activity	54	30	33	44	33	55	
Theft	21	13	8	11	10	15	
Trespass	10	3	9	11	8	12	
Traffic Stops - Cite	57	64	145	118	119	91	
<b>Total Traffic Stops</b>	<b>177</b>	<b>188</b>	<b>406</b>	<b>336</b>	<b>280</b>	<b>321</b>	
UUMV-Stolen vehicle	0	5	0	2	4	2	
Welfare Check	7	14	14	9	15	10	
<b>Totals</b>	<b>722</b>	<b>716</b>	<b>996</b>	<b>979</b>	<b>945</b>	<b>963</b>	
<b>Other Misc. Incidents</b>	<b>679</b>	<b>558</b>	<b>435</b>	<b>609</b>	<b>568</b>	<b>770</b>	
<b>Total # of Incidents</b>	<b>1387</b>	<b>1267</b>	<b>1431</b>	<b>1588</b>	<b>1513</b>	<b>1733</b>	
Felony Arrests	29	13	18	19	17	16	
<b>Total # of Arrests</b>	<b>47</b>	<b>31</b>	<b>36</b>	<b>48</b>	<b>42</b>	<b>48</b>	

7/1/19

Morrow County Fair Report:

Premium Books are out.

Sponsorship dollars are looking outstanding this year.

All entertainment is confirmed and I am just waiting on contracts to come back to me for signatures.

Some judges have been confirmed and contracts are going out.

Fairboard is having shirts made for Friday for Veterans day and the proceeds from them will go back to the Morrow County Veterans Services.

Still looking for a local group that might be interested in doing carnival type games.

4-H has given us market weigh in numbers:

- Hogs: 79
- Sheep: 53
- Goats: 15
- Steers: 27
- Heifers: 11

We have set up day coming up on August 3<sup>rd</sup> & July 31<sup>st</sup> kicks off the first "Fair" activity with 4-H Presentations and contests.

Fair Dates for 2019: August 14-17

**College of Urban & Public Affairs**

Population Research Center

Post Office Box 751  
 Portland, Oregon 97207-0751  
 780 Urban Center  
 506 SW Mill Street

503-725-3922 tel  
 503-725-5199 fax  
 askprc@pdx.edu  
 www.pdx.edu/prc/

June 18, 2019  
 County of Morrow  
 PO Box 788  
 Heppner OR 97836

**2019 Annual Housing Unit and Population Survey (AHUPS)**

Dear County of Morrow:

As mandated by Oregon law (ORS 190.510 to 190.620), PRC produces annual certified population estimates for all Oregon counties and cities. Portland State University's Population Research Center (PRC) is collecting housing unit and population information for Oregon's annual population estimates. These estimates are the basic tools for decision makers and planners in many sectors: health, education, infrastructure, and housing, and they help the state to distribute its revenue.

We will send the annual Housing Unit and Population Survey (AHUPS) to you by e-mail on or before July 15, 2019. The survey will be in Excel format (.xlsx) and we will attach a guide to explain how to fill it in step-by-step. We appreciate receiving completed form back by August 15, 2019.

***If you are not the person who should receive the questionnaire, please supply us with the correct contact information below.***

Please fill in the form below and return it to us using the enclosed self-addressed stamped envelope by July 1, 2019 and thanks in advance.

	Name	Email address	Phone number
(1) Primary contact person in your county			
(2) Secondary contact person in your county			

Sincerely,  
 Huda Alkitkat, Ph.D.  
 Population Estimates Program Manager  
 Email: popest@pdx.edu

P.S. This survey is separate from the Oregon Population Forecast Program survey you may have received from PSU at an earlier date. We appreciate your time and attention.