

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, October 23, 2019 at 9:00 a.m.**  
**Port of Morrow Riverfront Center, Port Commission Room**  
**2 Marine Drive, Boardman, Oregon**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable dated October 24<sup>th</sup>; Three Payroll Payables, September 24<sup>th</sup>, \$171,203.14, \$199,666.43 & \$3,250
  - b. Application for Refund, Overpayment of Taxes, Port of Morrow, \$3,443.63
  - c. OR-2019-14 – Renaming Laurel Road to Laurel Lane
- 5. Business Items**
  - a. Contract with Community Counseling Solutions, Inc. for the provision of Mental Health, Alcohol and Drug Abuse Treatment, and Problem Gambling Services (Justin Nelson, County Counsel)
  - b. Jail Use Agreement with Umatilla County (Sheriff Ken Matlack)
  - c. Port of Morrow Lease, Sheriff's Office Station 2, Heppner Mill Site (Darrell Green, Administrator)
  - d. Irrigon Building Update (Darrell Green)
  - e. Discussion - Administrator's Evaluation (Karmen Carlson, Human Resources Director)
- 6. Department Reports**
  - a. Human Resources Quarterly Report (Karmen Carlson, Director)
  - b. Road Department Monthly Report (Eric Imes, Assistant Road Master)
  - c. Public Health Department Quarterly Report (Sheree Smith, Director)
  - d. Surveyor's Written Quarterly Report (submitted by Stephen Haddock, Surveyor)
  - e. Weed Department Written Quarterly Report (submitted by Dave Pranger, Weed Coordinator/Inspector)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session** – Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 10. Signing of documents**
- 11. 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.



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

(For BOC Use)  
 Item #  
 4b

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

Presenter at BOC: Mike Gorman

Phone Number (Ext): 5416765607

Department: Assessment & Tax Office

Requested Agenda Date: 10/23/2019

Short Title of Agenda Item:

**Application for refund of overpayment of taxes to the Port of Morrow**

(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 type="checkbox"/> Contract/Agreement                               | <input checked="" type="checkbox"/> Other            |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Mike Gorman

Department Director

Required for all BOC meetings

  
 DATE 10/21/19

Administrator

Required for all BOC meetings

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

\*Required for all legal documents

\_\_\_\_\_  
 DATE \_\_\_\_\_ Finance Office

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

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

\*If appropriate

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

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

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

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

Taxes were estimated for pre-payment for a Partition Plat for the Port of Morrow as required by ORS 92-095. The actual tax amount was less than the estimate. Per county policy, refunds larger than \$2500 must be approved by County Commissioners.

**2. FISCAL IMPACT:**

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

Please approve and sign the attached application for refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

**No. 19-17  
Tax Year 2019-20  
Acct. # 9431, 9767**

Property Owner & Refund to :

Port Of Morrow  
PO Box 200  
Boardman, Oregon 97818-0200

Tax Payer:

Port Of Morrow  
PO Box 200  
Boardman, Oregon 97818-0200

Receipt # 258105

Date paid 7/26/2019

Int. date

**Acct #9431**

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
2,736.09	3,082.08	-82.08	3,000.00	2,736.09	-82.08	2,654.01	0.00	0.00	345.99	0.00	345.99

**Acct #9767**

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
39,074.60	42,172.24	-1,172.24	41,000.00	39,074.60	-1,172.24	37,902.36	0.00	0.00	3,097.64	0.00	3,097.64

Reason: Estimated prepayment for partition plat was over amount due.

Total Refund 3,443.63

Approved: \_\_\_\_\_ 2019

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

\_\_\_\_\_  
Commissioner

Date 10-17-19

\_\_\_\_\_  
Commissioner



**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: Stephen Wrecsics

Phone Number (Ext): 5504

Department: Planning

Requested Agenda Date: 10-23-2019

Short Title of Agenda Item: **Renaming of Laurel Road to Laurel Lane**  
 (No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

**Reviewed By:**

Carla McLane	10212019	Department Head	Required for all BOC meetings
	DATE		
	10/21/19	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
Rich Tovey (via email)	10-21-2019	County Counsel	*Required for all legal documents
	DATE		
		Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
		Human Resources	*If appropriate
	DATE		

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**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):**

Based on the testimony and resulting motion at the October 16, 2019, Board of Commissioner's meeting, the renaming of Laurel Road to "Laurel Lane" is ready for adoption via this Order.

**2. FISCAL IMPACT:**

Potential need to replace road signs along Laurel Road to "Laurel Lane", as well as amending county maps and GIS data as necessary.

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

If pulled from the Consent Calendar I recommend the motion, "I move to adopt Order OR-2019-14 renaming Laurel Road to Laurel Lane.

Attach additional background documentation as needed.





**ORDERED** BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 23<sup>rd</sup> DAY  
OF OCTOBER 2019.

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

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Jim Doherty, Chair

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Melissa Lindsay, Commissioner

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Don Russell, Commissioner

Approve as to Form:

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Morrow County Counsel



# Laurel Lane

## Exhibit A

5N 25E Sections 10 & 15



**Legend**

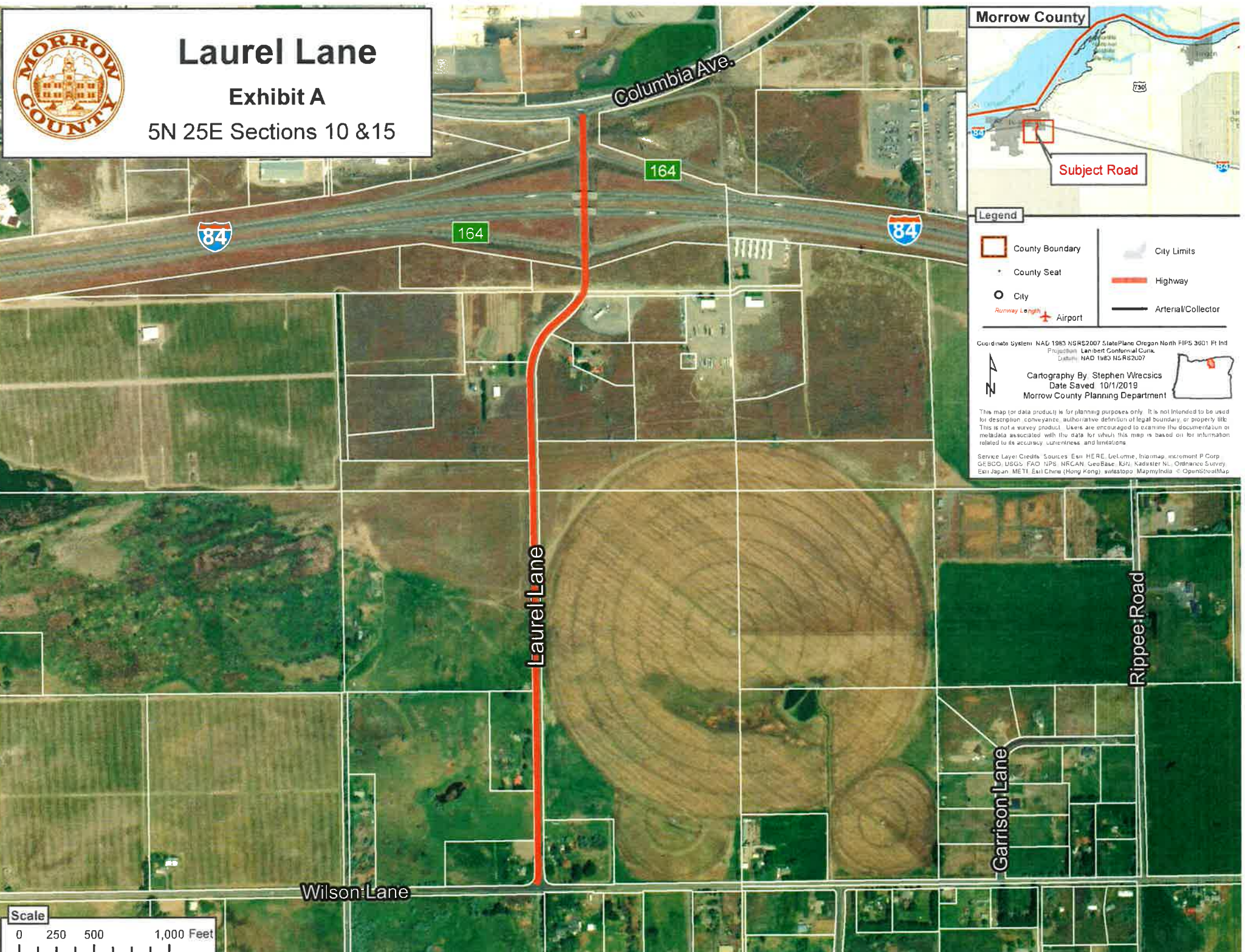
County Boundary	City Limits
County Seat	Highway
City	Arterial/Collector
Runway Length + Airport	

Coordinate System: NAD 1983 NSRS2007 StatePlane Oregon North FIPS 3601 Ft Int  
 Projection: Lambert Conformal Conic  
 Datum: NAD 1983 NSRS2007

Cartography By: Stephen Wreccics  
 Date Saved: 10/1/2019  
 Morrow County Planning Department

This map (or data product) is for planning purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property file. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data for which this map is based on for information related to its accuracy, currency, and limitations.

Service Layer Credits: Sources: Esri HERE, DeLorme, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap







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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5627
Requested Agenda Date: 10/23/2019

CCS and Morrow County Agreement

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

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

Reviewed By:

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

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

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

This is the agreement for mental health services between Morrow County and CCS. This upgraded agreement has gone through several versions and staff meetings.

**2. FISCAL IMPACT:**

Transfer of state funds to CCS for mental health and addiction services in Morrow County.

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

Motion to approve "Contract Between Morrow County and Community Counseling Solutions, Inc."

Attach additional background documentation as needed.

**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, alcohol and drug abuse treatment, and problem gambling 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, alcohol and drug abuse treatment, and problem gambling services described in ORS 430.630, and

WHEREAS, County has entered into the 2019 – 2021 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, Provider has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Contract, 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 Contract 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 Contract.

- 2 Expenditure of funds: Provider may expend the funds paid to Provider under this Contract solely on the delivery of services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a. Provider may not expend on the delivery of services any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of services.
  - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
  - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, and Prevention, and Problem Gambling services, Provider may not use the funds paid to Provider under this Contract for such services to:
    - (1) Provide inpatient hospital services;
    - (2) Make cash payments to intended recipients of health services;
    - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
    - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - d. Provider may expend funds paid to Provider under this Contract only in accordance with MB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year

beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

3 Records Maintenance, Access and Confidentiality:

- a. Access to Records and Facilities. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representative shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. Retention of Records. Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period and as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. Expenditure Records. Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.

d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

- (1) Client identification;
- (2) Problem assessment;
- (3) Treatment, training and/or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:  
**Which Behavioral Health Providers are Required to Report in MOTS?**  
The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [ AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:



1. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
2. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
3. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
4. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions; contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

- 4 Alternative Formats of Written Materials, Interpreter Services: In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:
  - a. All written materials related to the services provided to the Client in alternate formats.
  - b. All written materials related to the services provided to the Client in the Client's language.
  - c. Oral interpretation services related to the services provided to the Client in the Client's language.
  - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by the Provider in connection with the Service being provided to the requester. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

- 5 Reporting Requirements: Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14 Disclosure found within the 2019-2021 County Financial Assistance Contract, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County attached hereto and by this reference incorporated herein as Exhibit A.
- 6 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.
- 7 Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority, or County.
- 8 Legal Compliance: Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.1 45 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2019 which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 9 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.
- 10 False Claims: Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 11 Authorized Transactions: Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
- 12 Provider Insurance Requirements: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2019, which Exhibit is incorporated herein by this reference.
- a. 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 covering all owned, non-owned, and hired vehicles with a combined single limit per occurrence of not less than \$2,000,000.
  - b. Commercial General 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 Contract, commercial general liability insurance covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under this Contract. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent per occurrence for all claimants for claims arising out of a single accident or occurrence.
  - c. Workers' Compensation Insurance: Provider must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.

- d. Professional Liability Insurance: Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract, with limits not less than \$2,000,000 per occurrence for all claimants for claims arising out of a single accident or occurrence.
- e. Additional Insured: The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change: The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). 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.
- g. "Tail" Coverage: If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of: (i) the Provider's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- h. Certificate of Insurance: County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under this Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- 13 Indemnification: Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
- 14 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.
- 15 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.
- 16 Financial Audit: Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

**B. PROVIDER COVENANTS**

- 1 Financial Assistance Contract: Provider shall comply with all applicable provisions of that certain 2019-2021 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 is attached to this Contract as Exhibit A and by this reference incorporated herein.
- 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 **Reports:** 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 **Biennial Plan:** If required by the State of Oregon, provider shall prepare and implement, subject to Department approval, the following planning activities for the biennium:
    - a. Assess the needs of the citizens of Morrow County for mental health services.
    - b. Prepare and provide a program of comprehensive mental health services to meet identified needs.
  - 5 **Service Elements:** Provider shall deliver the following Service Elements as per the descriptions in that certain 2019-2021 Financial Assistance Agreement, between the State of Oregon, acting by and through its Department of Human Services, and Morrow County, Exhibit A, attached hereto and by this reference incorporated herein.
  - 6 **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; provide 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.

**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 provide payment of any funds received from OHA to Provider for services pursuant to this Contract within thirty (10) business 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 Contract.

3 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.

4 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 Contract.
- 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 Contract or subsequent modifications of this Contract 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 Contract, 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 Contract 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, 2019. This Contract shall expire on June 30, 2021. While the signing of this contract may occur after July 1, 2019, the effective date as agreed by all parties shall be July 1, 2019.

- 2 Assignment: No portion of this Contract 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 Contract, 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

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

**COUNTY**

MORROW COUNTY BOARD OF COMMISSIONERS

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

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

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

APPROVED AS TO FORM

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

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



**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 # 159175**

**2019-2021 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, 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, Addiction Treatment, Recovery, & Prevention Services, 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, Addiction Treatment, Recovery, & Prevention Services, 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, Addiction Treatment, Recovery, & Prevention Services, 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, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, 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 Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, 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 Local Plan as agreed upon between OHA and County.

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, 2019. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020.
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	Catalog of Federal Domestic Assistance (CFDA) Number Listing

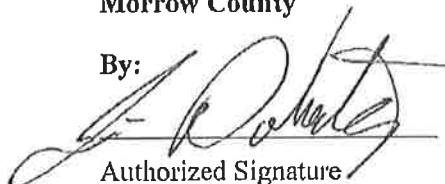
In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) 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.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

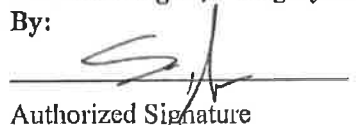
Morrow County

By:

	Jim Doherty, Chair,	Board of Commissioners	7-10-19
Authorized Signature	Printed Name	Title	Date

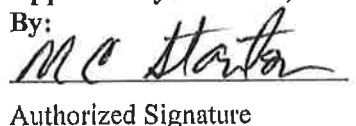
State of Oregon, acting by and through its Oregon Health Authority

By:

	Steve Allen	BA Director	7/29/19
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

	MC Stanton	ASD Director	7-30-19
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on May 9, 2019; email in Contract file.

**2019-2021 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit E, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	



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

(For BOC Use) Item # <b>56</b>
--------------------------------------

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

Presenter at BOC: Sheriff Ken Matlack

Phone Number (Ext): 5101

Department: Sheriff's Office

Requested Agenda Date: October 23, 2019

Short Title of Agenda Item:

(No acronyms please)

**Jail Use Agreement with Umatilla County**

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Umatilla County**

Contractor/Entity Address: **216 SE Fourth Street Pendleton, Or 97801**

Effective Dates – From: **July 1, 2019**

Through: **June 30, 2020**

Total Contract Amount: **\$438,000.00 +/- variables**

Budget Line: **101-113-5-20-2431**

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

Reviewed By:

John A. Bowls    10/4/19    Department Director

Required for all BOC meetings

[Signature]    10/21/19    Administrator

Required for all BOC meetings

J. Nelson email attached    10-21-19    County Counsel

\*Required for all legal documents

K. Knop email attached    10-18-19    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):**

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

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

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

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

(Please see attached Agreement)

**2. FISCAL IMPACT:**

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.

Payments will be made in quarterly installments of \$109,000.00 on or before the 10th day of the first

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

Suggest the Board of Commissioner agree to and sign the Jail Use Agreement with Umatilla County.

Attach additional background documentation as needed.

#2 Fiscal Impact:

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.

Payments will be made in quarterly installments of \$109,000.00 on or before the 10th day of the first month of each quarter, to serve these beds during the fiscal year 2019-2020.

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.



## Roberta Lutcher

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**From:** Kate Knop  
**Sent:** Friday, October 18, 2019 10:31 AM  
**To:** Melissa Ross; Justin Nelson; Roberta Lutcher  
**Cc:** John Bowles; Darrell Green  
**Subject:** RE: Jail Use Agreement

Hi Melissa,

I have reviewed the Jail Use Agreement and would recommend including the budget breakout between the Sheriff's Department and Community Corrections.

1. The adopted budget includes \$438,000 for the jail beds. It is split between the following:
  - a. Sheriff's department – 101-113-5-20-2431, \$350,400
  - b. Community Corrections – 510-113-5-20-2431, \$87,600
2. The jail bed budgeted split:
  - a. Sheriff's department – 16 beds
  - b. Community Corrections – 4 beds

I don't have any other concerns.

### Kate Knop

Finance Director  
Morrow County  
P.O. Box 867  
Heppner, OR 97836  
541-676-5615 or x5302  
[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)



---

**From:** Melissa Ross  
**Sent:** Friday, October 4, 2019 11:57 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>  
**Cc:** John Bowles <jbowles@co.morrow.or.us>  
**Subject:** Jail Use Agreement

Justin & Kate,  
Attached is the new Jail Use Agreement with Umatilla County & the Agenda Cover Sheet.

Roberta, I will bring you the hard copies.  
Melissa

## Roberta Lutcher

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**From:** Justin Nelson  
**Sent:** Monday, October 21, 2019 1:59 PM  
**To:** Richard Tovey; Roberta Lutcher; Darrell Green; Kate Knop  
**Cc:** John Bowles; Kenneth Matlack  
**Subject:** FW: Jail Use Agreement  
**Attachments:** Jail Use Agreement Agenda Cover Sheet.pdf; Jail Use Agreement -new terms 2019-2020.pdf; Prior Contracts.pdf

**Importance:** High

Everyone,

I have had a chance to review the new jail contract. I have also reviewed it with some prior contracts we had- 2017 and 2018 (attached).

The new contract appears to have been drafted by Umatilla County, and signed by Umatilla County BoC already. County Counsel did not have a chance to review this prior to signing by Umatilla County BoC. There are some items that I would have changed if we had reviewed this prior to the signing by Umatilla County- I would have recommended the following changes:

1. Remove the specific amounts that we would be paying Umatilla County- total and quarterly amounts.
2. Removed the term of this agreement- Agreement talks about being renewed each year, but then Section 7.2 talks about this being 20 beds through June 30, 2020. There is also specific dates in Section 7.4.
3. Clarified how the built-up credits would work if the agreement was terminated.

I do not believe there are any fatal flaws in the agreement, just ones that I would have preferred changed. However, Morrow County really does not have another jail set-up ready to use, so Umatilla County would really have the lead on the terms of this agreement.

With that in mind, I do not object to this going before the Morrow County BoC.

-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:** Friday, October 4, 2019 11:57 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Roberta Lutcher

## 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 beds 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 10th 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 Sheriffs 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.

8.0 THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 8.1 A prisoner arrested in Morrow County that has been released on Morrow County charges, but still has a hold from another agency outside of Umatilla or Morrow County, or is sentenced to Department of Corrections shall remain in a Morrow County bed until transported to the agency with the hold, warrant, or sentence order. Umatilla County agrees to make arrangement to transfer inmates via the State Shuttle system as soon as possible. Fugitives arrested in Morrow County on a warrant outside of the State of Oregon shall remain in a Morrow County bed until the fugitive is transported from Umatilla County. Morrow County agrees to handle the extradition hearings of those arrested in Morrow County's jurisdiction and will notify Umatilla County when the extradition process is complete. Umatilla County agrees to make transportation arrangements as soon as advised the inmate is ready for transfer.
- 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 3.300), 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

Umatilla County, Oregon

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

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

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

By *George L. Murdock*  
George L. Murdock, Chair

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

By *John M. Shafer*  
John M. Shafer, Commissioner

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

By *William J. Elferting*  
William J. Elferting, Commissioner

Approved as to form:  
County Counsel

\_\_\_\_\_





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

(For BOC Use)  
 Item #  
 50

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 10/23/2019

Short Title of Agenda Item: **Port of Morrow Lease, Sheriff's Office Station 2.**  
**Heppner Mill Site**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: <b>10 minutes</b>                       |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Port of Morrow**

Contractor/Entity Address:

Effective Dates – From: **October 2019**

Through: **September 2022**

Total Contract Amount: **\$5500.00/year**

Budget Line: **101-117-5-20-3770**

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

Reviewed By:

email - Sheri PF / Under Sheri PF 10/21/19 \_\_\_\_\_ Department Head      Required for all BOC meetings  
DATE

Darrell J Green      10/21/2019      Admin. Officer/BOC Office      Required for all BOC meetings  
DATE

email - Justin Nelson \_\_\_\_\_ 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):**

With the assistance of County Counsel, we updated and made revisions to the lease agreement between the Port of Morrow and the Sheriff's Office for Station 2 located at the Heppner Mill Site. Notable changes are:

- 1) Page 2, number 10; we removed wording about improving the property by constructing a building.
- 2) Page 5, number 16; We added a termination clause for both parties
- 3) Page 8, section H; we added a Right of First Refusal, to give the County an option to purchase if the County chose to do so.

## **2. FISCAL IMPACT:**

\$5500.00 per year. GL 101-117-5-20-3770

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

Asking the Board of Commissioners to review and provide any additional feedback, corrections, updates before delivering the agreement to the Port of Morrow for their review.

Attach additional background documentation as needed.

**PORT OF MORROW LEASE**

1. **DATE:**

The ~~date of this Lease~~ effective date of this lease is the date that this lease is signed by all parties. is \_\_\_\_\_, 20\_\_\_\_.

2. **PARTIES**

The parties to this lease are PORT OF MORROW ("Port"), a municipal corporation of the State of Oregon, and MORROW COUNTY ("Tenant").

3. **RECITALS**

\_\_\_\_ Port leases to Tenant and Tenant leases from Port a parcel of land and improvements further described on Exhibit A attached.

4. **PURPOSE:**

Port has land available for use and economic expansion. Tenant wishes to lease this land and improvements for storage of emergency vehicles and for no other purpose.

5. **TERM:**

The term of this lease shall be for three (3) years with an agreed commencement date of ~~December 1, 2011~~ October 23, 2019. ~~Tenant took possession on December 1, 2011.~~

6. **RENEWAL OPTION:**

If the lease is not then in default, the Tenant shall have the option to renew this lease upon mutual consent of both parties, as follows:

\_\_\_\_ A. The renewal term shall commence on the day following the date of termination of the preceding term.

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\_\_\_\_ B. \_\_\_\_\_

B. The request must be received in writing to the Port not less than 90 days prior to the last day of the expiring term.

C. Rent for the renewal term shall be negotiated at time of request.

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C. \_\_\_\_\_

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7. **RENT:**

A. **BASIC RENT:**

Tenant shall pay to the Port as rent \$5,500 per year for the term of the lease.

B. **ADDITIONAL RENT:**

As additional rent, Tenant shall pay the following amounts:

- (2) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.
- (3) The cost of all insurance for which Tenant is required to pay.
- (4) All amounts which Tenant is required to reimburse Port for expenses incurred by Port in discharging Tenant's obligations.
- (5) All other amounts which the Tenant is required to pay for any other provision of this lease.

8. RESTRICTIONS ON USE:

In connection with the use of the premises Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure or compliance.
- (2) Refrain from any use which would be reasonably offensive to the Port or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- (3) Comply with any reasonable rules respecting the use of the premises promulgated by the Port from time to time and communicated to the Tenant in writing.

9. REPAIRS AND MAINTENANCE:

Tenant shall maintain the leased premises and make all repairs necessary for maintaining the property in its present condition, excluding depreciation from ordinary wear and tear, including:

- A. Taking all action necessary to control erosion of any type, including water and wind erosion, and the control of sand blows. This shall include, if necessary, the creating of barriers and the planting of cover so as to control erosion.
- B. The maintenance of any and all improvements on the leased property.
- C. If Tenant fails or refuses to make repairs which are required by this repairs, maintenance and inspection section, Port may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Port shall be reimbursed by the Tenant on demand, together with interest at the rate of 12% per cent per annum from the date of expenditure by Port. Except in an emergency creating an immediate risk of personal injury or property damage, Port shall notify Tenant of the needed repairs at least 30 days before work is commenced, outlining with reasonable particularity with repairs required.

10. IMPROVEMENTS:

- A. Tenant shall be required to maintain and operate said improvements during the entire term of this lease and if, during any 30-day consecutive period, Tenant does not make substantial use of the improvement, Port may, at its option, terminate the lease. Tenant shall be solely responsible for any improvements needed.
- B. Except as expressly provided below, ownership of all the property, including any improvements made by Tenant, shall be, upon termination of this lease, property of Port. Notwithstanding the foregoing, the equipment and machinery placed on the property by Tenant may be, upon termination of this lease, removed by Tenant so long as Tenant restores the maintaining property to its original condition, and the removal in no way affects the structural integrity of any building. Unless expressly agreed in writing by the parties prior to installation, all other improvements made to the leased property shall be, at the option of the Port upon termination of this lease, either the property of the Port or shall be, upon request by Port, removed from the leased premises by Tenant. Port may further require that the leased

premises or part thereof be restored to its original condition upon termination of this lease. It is expressly agreed that any property of any type, including machinery and equipment, which is left on the property thirty (30) days beyond termination of this lease shall be the property of Port, unless Port requires Tenant to remove said property and restore the premises.

- C. Any additional improvements to property must have prior written consent of the Port, but consent to these improvements shall not be unreasonably withheld.

11. INDEMNIFICATION:

Tenant shall defend, indemnify and hold Port harmless from all claims, losses, liabilities, causes of action or causes of suit arising out of or related to any activity of Tenant on the leased property or any condition of the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation and including any damages caused by materials escaping from the leased premises.

12. INSURANCE:

Before going into possession of the leased property, Tenant shall procure and, thereafter, during the term of this lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

- A. Public liability and property damage insurance in a responsible company with limits of not less than One Million Dollars (\$1,000,000) for injury to one person, One Million Dollars (\$1,000,000) for injury to two or more persons in one occurrence, and One Million Dollars (\$1,000,000) for damages to property. A single-limit policy of One Million Dollars (\$1,000,000) is acceptable.
- B. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant and shall protect Port and Tenant against claims of third persons; in the event Oregon law increases the Port's exposure to liability under the Oregon Tort Claims Act or subsequent legislation or court decisions, the Port may require insurance in an amount equal to Port's liability exposure.
- C. Tenant shall maintain Worker's Compensation Insurance coverage as required by law during the time this lease is in force.
- D. Certificates evidencing such insurance naming the Port as an additional insured and bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation shall be furnished to Port prior to Tenant's occupancy of the property.

13. LIABILITY TO THIRD PERSONS:

A. LIENS:

- (1) Except with respect to activities for which Port is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, Port may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18 per cent per annum from the date expended by Port and shall be payable on demand. Such action by Port shall both constitute a waiver of any right or remedy which Port may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as, with ten (10) days of request by Port, Tenant

secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring that said obligation will be satisfied.

14. QUIET ENJOYMENT:

Port warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances, except any encumbrances of record. Port warrants that Port will not place any industry on Port property adjacent to the leased premises which unreasonably interferes with Tenant's right to light and air. Port reserves all mineral rights and the right to use the leased premises for mineral development during the term of this lease, so long as it does not materially interfere with Tenant's operations. Port will not allow anything within Port's control that will be environmentally detrimental and affect water supply in an environmental way in accordance with state and federal statutes.

15. ASSIGNMENT AND SUBLEASE:

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third party by any other means without the prior written consent of Port. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior written consent of Port is void and, at the option of Port, is an act of default in addition to those listed below. Notwithstanding the foregoing, Tenant may merge or consolidate with other corporations, with Port's consent, said consent not to be unreasonably withheld. Any such merger or consolidation shall require that the original parties to this lease continue to be and remain liable.

16. ELECTED TERMINATION OF LEASE

- A. MUTUAL AGREEMENT: Port and Tenant can agree to terminate Lease Agreement based upon written mutual agreement to terminate lease. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- B. PORT TERMINATION: Port can terminate this lease agreement with 120-day written notice to Tenant. Once notice is received by Tenant, Tenant shall have 120-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- C. TENANT TERMINATION: Tenant can terminate this lease agreement with 60-day written notice to Port. Once notice is received by Port, Tenant shall have 60-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.

17. DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charge within fifteen (15) days after it is due.

B. DEFAULT IN OTHER COVENANTS:

Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

18. REMEDIES ON DEFAULT:

A. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Port by notice in writing to Tenant. This lease may only be terminated if Tenant has not remedied the default within the 30 day grace period. The notice may be given before or within 30 days after the running of the grace period for default. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

B. DAMAGES WITHOUT TERMINATION:

If the lease is not terminated by election of Port or otherwise, Port shall be entitled to recover damages from Tenant for default.

C. RE-ENTRY AFTER TERMINATION:

If the lease is terminated for any reason, Tenant's liability to Port for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

- (1) Tenant shall vacate the property immediately, remove any property of Tenant, perform any clean up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to the Port.
- (2) Port may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

(3)

D. RE-LETTING:

Following re-entry or abandonment, Port may re-let the premises and in that connection may:

- (1) Make any suitable alterations or refurbish the premises, or both, or change the character of the premises, but Port shall not be required to re-let for any use or purpose (other than that specified in the lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.
- (2) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

E. DAMAGES:

In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) Any excess of (a) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable value of the property for the same period figured as of the date of default, the net results to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.

- (2) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.
- (3) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

F. REMEDIES CUMULATIVE:

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

19. REPRESENTATIONS:

Tenant has inspected the property and had independently determined that the property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by Port, including any warranties or merchantability or fitness for a particular purpose.

20. COMPLIANCE WITH LAW-WASTE:

Tenant shall comply with all government rules and regulations related to the leased property and Tenant's use of the leased property. Tenant shall not commit or permit any waste or misuse of the lease property, including erosion.

21. HAZARDOUS MATERIAL:

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (40 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the lease premises without the prior written consent of Port, which consent shall not be unreasonably withheld so as long as tenant demonstrates to Port reasonable satisfaction that such hazardous material is necessary to tenant's business and will be used, kept and stored in a manner that complies with all laws and rules regulating any hazardous material. No person shall cause or permit any hazardous material to be discharged or deposited in any part of the sewage or wastewater disposal system. All hazardous materials shall be used strictly in accordance with applicable rules, regulations and ordinances, and under no condition shall any person allow any hazardous material into the air, ground or water that is not in compliance with said rules and regulations. In event any hazardous material escapes, spills, or is otherwise not used in compliance with rules and regulations, the Port shall immediately be notified. The person responsible for the hazardous material will clean up and dispose of the hazardous material in compliance with all rules and regulations governing such spills.

Port acknowledges that any hazardous materials found to have been on the site prior to Tenant's possession of property shall be the responsibility of Port.

22. MISCELLANEOUS:

A. NON WAIVER:

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

B. ATTORNEY FEES:

If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

C. INSPECTION OF PREMISES:

Port shall have the right to inspect the premises at any reasonable time or times.

D. SUCCESSION:

Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

E. TIME IS OF THE ESSENCE:

The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this lease.

F. CAPTIONS:

The paragraph headings used herein are for the convenience only and are not intended to broaden or limit the meaning of the terms used.

G. EASEMENTS AND RIGHTS-OF-WAY:

Port reserves the right to authorize easements and rights-of-way for the construction and/or installation of above or below ground utility systems across or through the leased property. Port agrees to so construct and maintain said rights-of-way so as to, to the extent reasonably possible, minimize interference with Tenant's use of the property. Port shall not be liable for damages so long as Port complies with this paragraph.

H. RIGHT OF FIRST REFUSAL

Tenant, as part of the consideration herein, is hereby granted the exclusive right, option, and privilege of first refusal to purchase the leased property (Exhibit A) at any time (and all times) during the lease term or any extension of the lease on the following terms and conditions ("Right of First Refusal" or "ROFR"):

- i. If at any time during the Term of this Lease Port receives a bona fide offer to purchase the Property, or part thereof, that is acceptable to Port, or enters into any arrangement whatsoever for the transfer of ownership to the Property (collectively, the bona fide offer or other arrangement for transfer of ownership may be referred to as the "Offer"), Port shall deliver to Tenant a written notice (1) stating Port's intention to transfer such Property, and (2) including a copy of the Offer ("Port's ROFR Notice").
- ii. Tenant shall have the right and option for a period of thirty (30) days after the effective date of such notice to elect to purchase or take ownership the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer by delivering written notice to Port of such election ("Tenant's ROFR Notice").
- iii. If Tenant timely issues Tenant's ROFR Notice, Port and Tenant shall enter into a purchase and sale agreement for the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer. Port agrees to bargain in good faith on any terms not stated in Port's ROFR Notice.
- iv. If, however, Tenant fails to timely issue Tenant's ROFR Notice, or if Port and Tenant, through no fault of Port, fail to execute a purchase and sale agreement within sixty (60) days after the effective date of Tenant's ROFR Notice, then Tenant shall be



deemed to have waived its right to purchase the Property, or part thereof, and Port shall have the right thereafter to offer the Property, or part thereof, for sale and to sell the Property, or part thereof, subject to this Lease, to any third party on substantially the terms stated in Port's ROFR Notice without further notice to Tenant.

H. NOTICES:

Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

PORT OF MORROW  
One Marine Drive  
P.O. Box 200  
Boardman, OR 97818

MORROW COUNTY  
P. O. Box 788  
Heppner, OR 97836

or to such other address as may be specified from time to time by either of the parties in writing.

2. ENTIRE AGREEMENT:

This lease embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this lease is as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this lease in any way, said modification shall not be effective until reduced to writing and signed by both of the parties.

PORT OF MORROW

MORROW COUNTY

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## PORT OF MORROW LEASE

1. DATE:

The effective date of this lease is the date that this lease is signed by all parties..

2. PARTIES

The parties to this lease are PORT OF MORROW ("Port"), a municipal corporation of the State of Oregon, and MORROW COUNTY ("Tenant").

3. RECITALS

Port leases to Tenant and Tenant leases from Port a parcel of land and improvements further described on Exhibit A attached.

4. PURPOSE:

Port has land available for use and economic expansion. Tenant wishes to lease this land and improvements for storage of emergency vehicles and for no other purpose.

5. TERM:

The term of this lease shall be for three (3) years with an agreed commencement date of October 23, 2019.

6. RENEWAL OPTION:

If the lease is not then in default, the Tenant shall have the option to renew this lease upon mutual consent of both parties, as follows:

- A. The renewal term shall commence on the day following the date of termination of the preceding term.
- B. The request must be received in writing to the Port not less than 90 days prior to the last day of the expiring term.
- C. Rent for the renewal term shall be negotiated at time of request.

7. RENT:

A. BASIC RENT:

Tenant shall pay to the Port as rent \$5,500 per year for the term of the lease.

B. ADDITIONAL RENT:

As additional rent, Tenant shall pay the following amounts:

- (1) All real or personal property taxes levied against the premises and improvements or any property placed on the lease premised by Tenant.

- (1) All real or personal property taxes levied against the premises and improvements or any property placed on the lease premised by Tenant.
- (2) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.
- (3) The cost of all insurance for which Tenant is required to pay.
- (4) All amounts which Tenant is required to reimburse Port for expenses incurred by Port in discharging Tenant's obligations.
- (5) All other amounts which the Tenant is required to pay for any other provision of this lease.

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**87. USE OF THE PREMISES:**

**A. PERMITTED USE:**

~~The premises shall be storage of emergency vehicles and for no other purpose. If this use is prohibited by law or governmental regulations, this lease shall terminate. All materials will be stored inside the building. No outside storage will be permitted.~~

**B. RESTRICTIONS ON USE:**

In connection with the use of the premises Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure or compliance.
- (2) Refrain from any use which would be reasonably offensive to the Port or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- (3) Comply with any reasonable rules respecting the use of the premises promulgated by the Port from time to time and communicated to the Tenant in writing.

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**C. CONTINUITY OF USE:**

~~Tenant shall use the premises continuously during the term of this lease. If Tenant fails to make substantial use of the leased premises for any 30-day period, Port may, at its option, terminate this lease.~~

**98. REPAIRS AND MAINTENANCE:**

Tenant shall maintain the leased premises and make all repairs necessary for maintaining the property in its present condition, excluding depreciation from ordinary wear and tear, including:

- A. Taking all action necessary to control erosion of any type, including water and wind erosion, and the control of sand blows. This shall include, if necessary, the creating of barriers and the planting of cover so as to control erosion.
- B. The maintenance of any and all improvements on the leased property.
- C. If Tenant fails or refuses to make repairs which are required by this repairs, maintenance and inspection section, Port may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Port shall be reimbursed by the Tenant on demand, together with interest at the rate of 12% per cent per annum from the date of expenditure by Port. Except in an emergency creating an immediate risk of personal injury or property damage, Port shall notify Tenant of the needed repairs at least 30 days before work is commenced, outlining with reasonable particularity with repairs required.

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**109. IMPROVEMENTS:**

- ~~A. A. This property is presently unimproved except for asphalt pavement. The Parties acknowledge and agree Tenant arrange for construction of building on the leased premises. Both parties have reviewed and approved said building plans. Upon execution of this lease.~~

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Commented [JN1]: This is old language when the building had not yet been built. The building is now done, and belongs to the Port.

~~Tenant will contract with an acceptable construction company for the erection of the building on the leased premises according to approved plans. The buildings will be completed as soon as practical, notwithstanding an act of God or other forces beyond control of the County, after execution of the lease. Tenant shall supervise construction of said building. Tenant will provide Port with a copy of a Certificate of Occupancy issued by the appropriate building code agency of the State of Oregon.~~

Tenant shall be required to maintain and operate said improvements during the entire term of this lease and if, during any 30-day consecutive period, Tenant does not make substantial use of the improvement, Port may, at its option, terminate the lease. Tenant shall be solely responsible for any improvements needed.

~~(2)B.~~ ~~(1)~~ Except as expressly provided below, ownership of all the property, including any improvements made by Tenant, shall be, upon termination of this lease, property of Port. Notwithstanding the foregoing, the equipment and machinery placed on the property by Tenant may be, upon termination of this lease, removed by Tenant so long as Tenant restores the maintaining property to its original condition, and the removal in no way affects the structural integrity of any building. Unless expressly agreed in writing by the parties prior to installation, all other improvements made to the leased property shall be, at the option of the Port upon termination of this lease, either the property of the Port or shall be, upon request by Port, removed from the leased premises by Tenant. Port may further require that the leased premises or part thereof be restored to its original condition upon termination of this lease. It is expressly agreed that any property of any type, including machinery and equipment, which is left on the property thirty (30) days beyond termination of this lease shall be the property of Port, unless Port requires Tenant to remove said property and restore the premises.

~~(3)C. Tenant will install an electric meter at the building at Tenant's cost.~~

(4) Any additional improvements to property must have prior written consent of the Port, but consent to these improvements shall not be unreasonably withheld.

#### 119. INDEMNIFICATION:

Tenant shall defend, indemnify and hold Port harmless from all claims, losses, liabilities, causes of action or causes of suit arising out of or related to any activity of Tenant on the leased property or any condition of the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation and including any damages caused by materials escaping from the leased premises.

#### 124. INSURANCE:

Before going into possession of the leased property, Tenant shall procure and, thereafter, during the term of this lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

- A. Public liability and property damage insurance in a responsible company with limits of not less than One Million Dollars (\$1,000,000) for injury to one person, One Million Dollars (\$1,000,000) for injury to two or more persons in one occurrence, and One Million Dollars (\$1,000,000) for damages to property. A single-limit policy of One Million Dollars (\$1,000,000) is acceptable.

- B. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant and shall protect Port and Tenant against claims of third persons; in the event Oregon law increases the Port's exposure to liability under the Oregon Tort Claims Act or subsequent legislation or court decisions, the Port may require insurance in an amount equal to Port's liability exposure.
- C. Tenant shall maintain Worker's Compensation Insurance coverage as required by law during the time this lease is in force.
- D. Certificates evidencing such insurance naming the Port as an additional insured and bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation shall be furnished to Port prior to Tenant's occupancy of the property.

**132. LIABILITY TO THIRD PERSONS:**

**A. LIENS:**

- (1) Except with respect to activities for which Port is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, Port may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18 per cent per annum from the date expended by Port and shall be payable on demand. Such action by Port shall both constitute a waiver of any right or remedy which Port may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as, with ten (10) days of request by Port, Tenant secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring that said obligation will be satisfied.

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**143. QUIET ENJOYMENT:**

Port warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances, except any encumbrances of record. Port warrants that Port will not place any industry on Port property adjacent to the leased premises which unreasonably interferes with Tenant's right to light and air. Port reserves all mineral rights and the right to use the leased premises for mineral development during the term of this lease, so long as it does not materially interfere with Tenant's operations. Port will not allow anything within Port's control that will be environmentally detrimental and affect water supply in an environmental way in accordance with state and federal statutes.

**154. ASSIGNMENT AND SUBLEASE:**

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third party by any other means without the prior written consent of Port. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior written consent of Port is void and, at the option of Port, is an act of default in addition to those listed below. Notwithstanding the foregoing, Tenant may merge or consolidate with other corporations, with Port's consent, said consent not to be unreasonably withheld. Any such merger or consolidation shall require that the original parties to this lease continue to be and remain liable.

16. ELECTED TERMINATION OF LEASE

- A. MUTUAL AGREEMENT: Port and Tenant can agree to terminate Lease Agreement based upon written mutual agreement to terminate lease. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- B. PORT TERMINATION: Port can terminate this lease agreement with 120-day written notice to Tenant. Once notice is received by Tenant, Tenant shall have 120-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- C. TENANT TERMINATION: Tenant can terminate this lease agreement with 60-day written notice to Port. Once notice is received by Port, Tenant shall have 60-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.

**Commented [JN2]:** New section to allow early termination of lease by both parties.

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175. DEFAULT:

The following shall be events of default:

- A. DEFAULT IN RENT:  
Failure of Tenant to pay any rent or other charge within fifteen (15) days after it is due.
- B. DEFAULT IN OTHER COVENANTS:  
Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

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~~C. ABANDONMENT:~~

~~Failure of the Tenant for 30 days or more to occupy the property for one or more of the purposes permitted under this lease.~~

**Commented [JN3]:** Same as mentioned above.

186. REMEDIES ON DEFAULT:

- A. TERMINATION:  
In the event of a default, the lease may be terminated at the option of the Port by notice in writing to Tenant. This lease may only be terminated if Tenant has not remedied the default within the 30 day grace period. The notice may be given before or within 30 days after the running of the grace period for default. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.
- B. DAMAGES WITHOUT TERMINATION:  
If the lease is not terminated by election of Port or otherwise, Port shall be entitled to recover damages from Tenant for default.
- C. RE-ENTRY AFTER TERMINATION:  
If the lease is terminated for any reason, Tenant's liability to Port for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

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(1) Tenant shall vacate the property immediately, remove any property of Tenant, perform any clean up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to the Port.

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(2) Port may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

~~(5)~~(3)

**D. RE-LETTING:**

Following re-entry or abandonment, Port may re-let the premises and in that connection may:

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(1) Make any suitable alterations or refurbish the premises, or both, or change the character of the premises, but Port shall not be required to re-let for any use or purpose (other than that specified in the lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.

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(2) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**E. DAMAGES:**

In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

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(1) Any excess of (a) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable value of the property for the same period figured as of the date of default, the net results to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.

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(2) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(3) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

**F. REMEDIES CUMULATIVE:**

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

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**197. REPRESENTATIONS:**

Tenant has inspected the property and had independently determined that the property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by Port, including any warranties or merchantability or fitness for a particular purpose.

**2018. COMPLIANCE WITH LAW-WASTE:**



Tenant shall comply with all government rules and regulations related to the leased property and Tenant's use of the leased property. Tenant shall not commit or permit any waste or misuse of the lease property, including erosion.

**21-19. HAZARDOUS MATERIAL:**

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (40 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the lease premises without the prior written consent of Port, which consent shall not be unreasonably withheld so as long as tenant demonstrates to Port reasonable satisfaction that such hazardous material is necessary to tenant's business and will be used, kept and stored in a manner that complies with all laws and rules regulating any hazardous material. No person shall cause or permit any hazardous material to be discharged or deposited in any part of the sewage or wastewater disposal system. All hazardous materials shall be used strictly in accordance with applicable rules, regulations and ordinances, and under no condition shall any person allow any hazardous material into the air, ground or water that is not in compliance with said rules and regulations. In event any hazardous material escapes, spills, or is otherwise not used in compliance with rules and regulations, the Port shall immediately be notified. The person responsible for the hazardous material will clean up and dispose of the hazardous material in compliance with all rules and regulations governing such spills.

Port acknowledges that any hazardous materials found to have been on the site prior to Tenant's possession of property shall be the responsibility of Port.

**220. MISCELLANEOUS:**

**A. NON WAIVER:**

\_\_\_\_\_ Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

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**B. ATTORNEY FEES:**

\_\_\_\_\_ If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

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**C. INSPECTION OF PREMISES:**

Port shall have the right to inspect the premises at any reasonable time or times.

**D. SUCCESSION:**

\_\_\_\_\_ Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

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**E. TIME IS OF THE ESSENCE:**

\_\_\_\_\_ The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this lease.

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**F. CAPTIONS:**



\_\_\_\_\_The paragraph headings used herein are for the convenience only and are not intended to broaden or limit the meaning of the terms used.

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G. EASEMENTS AND RIGHTS-OF-WAY:

\_\_\_\_\_Port reserves the right to authorize easements and rights-of-way for the construction and/or installation of above or below ground utility systems across or through the leased property. Port agrees to so construct and maintain said rights-of-way so as to, to the extent reasonably possible, minimize interference with Tenant's use of the property. Port shall not be liable for damages so long as Port complies with this paragraph.

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H. RIGHT OF FIRST REFUSAL

Tenant, as part of the consideration herein, is hereby granted the exclusive right, option, and privilege of first refusal to purchase the leased property (Exhibit A) at any time (and all times) during the lease term or any extension of the lease on the following terms and conditions ("Right of First Refusal" or "ROFR"):

Commented [JN4]: Added to allow County to purchase property if it plans to be sold. County may choose not to purchase.

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- i. If at any time during the Term of this Lease Port receives a bona fide offer to purchase the Property, or part thereof, that is acceptable to Port, or enters into any arrangement whatsoever for the transfer of ownership to the Property (collectively, the bona fide offer or other arrangement for transfer of ownership may be referred to as the "Offer"), Port shall deliver to Tenant a written notice (1) stating Port's intention to transfer such Property, and (2) including a copy of the Offer ("Port's ROFR Notice").
- ii. Tenant shall have the right and option for a period of thirty (30) days after the effective date of such notice to elect to purchase or take ownership the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer by delivering written notice to Port of such election ("Tenant's ROFR Notice").
- iii. If Tenant timely issues Tenant's ROFR Notice, Port and Tenant shall enter into a purchase and sale agreement for the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer. Port agrees to bargain in good faith on any terms not stated in Port's ROFR Notice.
- iv. If, however, Tenant fails to timely issue Tenant's ROFR Notice, or if Port and Tenant, through no fault of Port, fail to execute a purchase and sale agreement within sixty (60) days after the effective date of Tenant's ROFR Notice, then Tenant shall be deemed to have waived its right to purchase the Property, or part thereof, and Port shall have the right thereafter to offer the Property, or part thereof, for sale and to sell the Property, or part thereof, subject to this Lease, to any third party on substantially the terms stated in Port's ROFR Notice without further notice to Tenant.

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H. NOTICES:

\_\_\_\_\_Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

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PORT OF MORROW  
One Marine Drive  
P.O. Box 200  
Boardman, OR 97818

MORROW COUNTY  
P. O. Box 788  
Heppner, OR 97836

or to such other address as may be specified from time to time by either of the parties in writing.

24. ENTIRE AGREEMENT:

This lease embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this lease is as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this lease in any way, said modification shall not be effective until reduced to writing and signed by both of the parties.

PORT OF MORROW

MORROW COUNTY

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ S.S.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared, Gary D. Neal, whose identity is personally known to me and who by me duly sworn, did say that he is the General Manager of the Port of Morrow, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ S.S.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared, \_\_\_\_\_, whose identity is personally known to me and who by me duly sworn, did say that he is the \_\_\_\_\_ of the Morrow County Court, and that said document was signed by him in \_\_\_\_\_

behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
\_\_\_\_\_



**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):**

Discussion regarding the process for Administrator, Darrell Green's Annual Evaluation

- What Date would you like to Schedule the Evaluation to be discussed in the BOC?
- Would you like me to reach out to Employees/Management/Elected for comments? If yes.
  - A. Who would you like me to reach out to?
  - B. Would you like for me to ask any specific questions of others or would you like me to leave it an open ended comment?
- Would you like to each fill out an evaluation form prior to the evaluation or make comments on one (1) evaluation form as a team?
- Any further discussion or questions?

**2. FISCAL IMPACT:**

None

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

Request for direction on preparing the Commissioners to complete the annual evaluation of Administrative Officer, Darrell Green.

Attach additional background documentation as needed.



**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):**

Quarterly Report - See Attached

**2. FISCAL IMPACT:**

None

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

None

Attach additional background documentation as needed.



After making notes for my quarterly I thought it best to use bullet points as the last three months have been quite busy.

### Job Openings and updates

- Filled the Accounting Clerk Position in Finance with SaBrina Bailey, she is a great addition to the team and has brought experience that has helped with it being a good transition.
- Health Department Office Assistant, Bilingual. The health department has their new Boardman based office assistant in place now, Juana Meraz, she came from many years with departments such as the Oregon Health Authority and brings experience and great customer service to the team.
- The juvenile Director position was filled a month ago. Christy Kenny has hit the ground running and is going to be an excellent Director for the Juvenile Department.
- Legal Secretary – Deona Siex our long-time Victim's Advocate has stepped into the position of Legal Secretary and will bring experience to the District Attorney's office. She will be assuming the position full time on the 4<sup>th</sup> of November after her reporting is complete for the grants in her current position.
- Victim's Advocate – With Deona taking over in the DA's office, we conducted interviews for Victim's Advocate and had a tuff decision with many excellent applicants, the District Attorney has hired Julia Finch as the new County's Victim's Advocate. We are excited to welcome her and both Deona and Julia will be cross-training each other as Julia was working in the Legal Secretary position on a temporary basis during Cindy's absence.

### Committee Updates

- The safety committee has been working hard on some projects and will be bringing an update to the BOC in the near future. I hope to have them report to the board at least twice a year with their projects. Currently, I have been also having North County safety meetings in the Annex Monthly to share information and to allow them to be involved in the conversation. This has been a very positive experience. The Safety Committee paid for all First Aid/CPR classes for County Employees and is having 2 more classes in Lexington on October 30<sup>th</sup> and 31<sup>st</sup>. The MCGG has been kind enough to allow us to use their beautiful conference room.
- Wellness is starting to gain some momentum and we had an AMAZING lunch last week. We had several YUMMY soups and some great conversation around the Blue Zones, and how focusing on healthy living can be beneficial to the entire County team. Next month on November 21<sup>st</sup> we will be having a Baked Potato Bar and



Molly from the Health Department will be sharing some information from her program on how "Joy in the Workplace" plays a role on being healthy and happy in your job and how that lowers retention rates, less illness, and better mental health!

- The Leadership team has returned to working on our goals for the County, talking about honesty. We have all recovered from the wonderful fundraiser at the Fair in the Dunk Tank! I notice the connection we are all creating with each other here at the County and how that helps when discussing difficult topics. Kudos to the Leadership TEAM!
- Completed two reclassifications and had one meeting on the Reclassification Policy rewrite. I had some great Ideas, will be meeting once more and bringing that to the Board for Conversation and approval.
- I was involved in the Code Enforcement meetings and we had some great conversation regarding the vision compared to how the process occurs. This sharing of information always brings departments closer together as we all learn a deeper level of what happens behind the scenes.
- Open Enrollment is currently going on and although CIS had some issues with the visual part of the enrollment process they reacted immediately and have been super helpful to those who had questions. The soft close was the 18<sup>th</sup> but if someone has issues that need assistance, we have until the end of the month to answer questions or make any changes. Please contact CIS, or myself or Ronda if you need further information.
- Current / Future projects include filling Dave McNary's absence in retirement at the Road Department. Working Foreman Position opens today and will close on November 8<sup>th</sup>.

It has been a whirlwind of excitement to see the new construction downstairs begin. Great Crew and fast progress watching the growth of the Bartholomew Building. It will not be long before we get moved into our new offices so that Ronda and I will be in our department together. Also allowing the Finance department to have some elbow room!

Thank you

Karmen Carlson

# ROAD REPORT OCTOBER 2019

**PAINT STRIPING:** Our paint striping crew has finished paint striping for Gilliam and Baker counties.

**ROAD DAMAGE REPAIR:** Crew members continue making repairs to roads that had been damaged from last spring's thaw and rainstorms. Streams around the county ran water through the summer and into fall making it difficult to make repairs.

**CATTLE GUARD REPAIR:** Repairs are being made to cattle guards around the county as needed.

**CULVERT MAINTENANCE:** We have been cleaning and repairing culverts as time allows.

**FALL BLADING:** Our blade operators continue blading our gravel road system. Dry conditions have made it a struggle. As rainy weather moves in, results will improve.

**IRRIGON SHOP:** A few crew members spent a week tearing down the old county road shop in Irrigon. The property has been cleaned up, only the fuel tank remains. It has been prepped for hauling and will be shipped as soon as logistical plans are finished up.

**PERMITS:** Wheat Ridge approach and crossing permits were the only permits approved during the month of October.

**Surveying / Engineering contract:** Anderson Perry has been meeting with Public Works to get up to speed on all projects around the county that are in some state of progress. Some of the projects are listed below:

Columbia Improvement District upgrade to a bridge on Homestead lane. Still working on design and what is needed by CID for flow capacity and how that fits with what Morrow County needs to improve safety of this section of road with the increased traffic over the last few years.

NextEra road improvements and access locations. AP is confirming design quantities, property usage outside county right of ways and working with DK consulting to get a bid package ready for advertising.

Olson and Wilson improvements. AP has done a site visit and will be reviewing the design from Ferguson Engineering to verify quantities and estimates for advertising as soon as there is a decision to the intersection improvements.

Rippee / Wilson / Olson fiber installation permits. AP has been onsite and reviewing work and looking over estimated costs for repairs.

Ella / Lone-Boardman intersection. AP to finalize the Ferguson design of the intersection and look to possibly get construction of this intersection completed this winter or spring.

Frontage / Poleline / Homestead / Patterson Ferry. Need to spend more time with AP to look over future improvements needed in this area to intersection improvements that are either a safety concern or will need improved with future development in this area.

**Boardman facility:** With the uncertainty of the Boardman property in regards to the UEC easement and the timing of the City of Boardman to get a design of the future loop roads implemented we have started internal conversations to put the design and construction of the new shop on hold until the roads are built. With the late winter and spring run-off we have not had time to get the building installed in Lexington on the foundation. There is a great need to get out of the mill property in Heppner.

**MORROW COUNTY SURVEYOR**

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission  
COURT HOUSE  
Heppner, OR 97836

October 23rd, 2019

Re: County Surveyor's report third quarter 2019.

Dear Morrow County Commissioners,

The number of partitions completed this year in Morrow County is up over recent years. As of today there have been 15 partitions that have made it through the entire process and I signed two more this week that are in the process of obtaining final signatures prior to recordation. Beyond that there are a couple of others that should be nearing completion. Also, there is also a proposed subdivision in Boardman that will contain 24 lots but I believe there has been some issue that has put that project on hold for the moment. The table below shows the number of completed partitions by year in Morrow County since the year 2000.

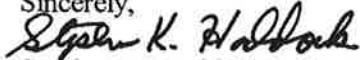
Year	No. of partion plats	Year	No. of partition plats	Year	No. of partition plats.
2000	19	2001	13	2002	15
2003	15	2004	4	2005	12
2006	17	2007	15	2008	11
2009	8	2010	7	2011	19
2012	14	2013	6	2014	6
2015	6	2016	6	2017	7
2018	8	2019	15 to date.		

The OACES fall conference will be in Bend this next week and I am planning on attending that event.

At my last meeting with the county commissioners we discussed the need to modify the subdivision ordinance so that title reports would be required with partitions. One of the discussion items was where the updating of the subdivision ordinance fell in the list of overall ordinance issues as far as its "importance". It is my understanding that there are changes happening in the planning department that will set this particular issue back for the foreseeable future. That being the case I plan to work with Mr. Gorman to come up with a solution that will meet both of our immediate needs until the ordinance question can be answered.

At my report in January of 2019, I noted that there was construction going on at the intersection of Wilson Lane and Olson Road and that I had been informed that the County was planning to also do some work on that intersection later in the fall. I specifically asked to be informed when that work was to be done and Commissioner Russell stated that he didn't think the construction would happen until after the irrigation season. I was through that intersection just last week and see that the road has been repaved and the ¼ section monument is no longer visible there. It may have been paved over or completely destroyed. In any event, the required legal notice per prior to the disturbance of the monument to the county surveyor's office per ORS209.140 was never given.

Sincerely,



Stephen K. Haddock, PLS, CFedS  
Morrow County Surveyor

Quarterly Report for MC Weed Control

October 2019

Attended USFWS meeting in Burbank, WA to help prioritize weed issues on Refuges.

Attended an Oregon Invasive Species Council meeting in Salem and have helped with logistics and speakers for the upcoming meeting in Boardman (Oct. 15-17).

Worked with Chris Brown on Rush skeletonweed in the Heppner area.

Attended an Oregon State Weed Board meeting in Enterprise, OR and gave a presentation on weed program in Morrow County.

Wrote a letter for the Oregon State Weed Board as requested regarding Arundo Donax observations and opposition to allowing commercial plantings in Willamette Valley.

Participated in 3 Code Enforcement meetings discussing the future who, what, how's, etc. of dealing with code enforcement to make recommendations to BOC.

Worked with Orchard Wind Farm on their weed control plan required for their construction permit.

Did some monitoring and made releases of biological control agents for Russian Knapweed and Canada Thistle.

Attended Navy Bombing Range Meeting to discuss various issues on the Range.

Started residual spraying of paved roads on Oct. 7.

I am currently attending the Oregon Vegetation Management Conference in Seaside, OR (Oct. 22-24). I receive pesticide credits for my license here as well as participate on the Board that organizes the conference.



Public Health Division  
Health Promotion and Chronic Disease Prevention Section

Kate Brown, Governor

Oregon  
**Health**  
Authority

800 NE Oregon Street  
Portland, OR 97232  
Voice: 971-673-0984  
Fax: 971-673-0994  
[www.healthoregon.org](http://www.healthoregon.org)

October 14, 2019

Dear Health Care Provider,

The Oregon Health Authority has issued a public health warning for all individuals to stop using vaping products immediately until federal and state officials have determined the cause of serious lung injuries and deaths linked to the use of both cannabis and nicotine vaping products. The sale of all flavored vaping products is banned in Oregon effective October 15, 2019 for a six-month period.

**Effective October 9, 2019**, a temporary emergency disease reporting rule was put in place for 180 days. Clinicians must report within **one working day** any patient who has been hospitalized or who died from radiographically or histologically demonstrated lung injury following a history of e-cigarette use or vaping in the preceding 90 days.

CDC guidance for clinicians regarding assessment, clinical care, and additional prevention measures for patients suspected to have vaping-associated lung illness may be found at <https://www.cdc.gov/mmwr/volumes/68/wr/mm6841e3.htm>.

As a health care provider you are likely to see more patients who need help quitting vaping products. To help both youth and adults with quitting vaping, more help helps. Please advise them on their options for quitting, including counseling, FDA-approved Nicotine Replacement Therapy and other FDA-approved medications. A combination of counseling and medication can increase the chances of successfully quitting.

**The Oregon Health Authority has resources for you and your clinic to help patients quit vaping.**

Attached to this letter is a flyer that provides information on how to help your patient quit vaping. For providers that work directly with youth, we have included a second flyer with resources for this population. For more information, including how to bill for cessation support, please visit [healthoregon.org/vaping](http://healthoregon.org/vaping) and click on "**For Providers**". Additional resources will be added as they are available.

# VAPING

## Making Sense of What You've Been Hearing



Governor Brown ordered a six-month ban on sales of all flavored tobacco and marijuana vaping products. People are getting sick or dying from a lung injury after vaping. And the tobacco industry is targeting young people with addictive products.

If you were thinking of quitting before — or the stuff you've been hearing is making you nervous about vape — now is a great time to quit for good.

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### Need Help to Quit Vape?

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With a new **text-to-quit service — This is Quitting** — the help and support you need to quit tobacco vape is just a text away. **Text DITCHJUUL to 88709.**

The **Oregon Quit Line** has special resources for youth. They can help you quit tobacco and marijuana vape.

- English: **1-800-QUIT-NOW** (1-800-784-8669) or [www.quitnow.net/oregon](http://www.quitnow.net/oregon)
- Español: **1-855-DEJELO-YA** (1-855-335-35692) or [quitnow.net/oregonsp](http://quitnow.net/oregonsp)

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### When to See a Doctor

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Get help right away if you have trouble catching your breath, are coughing a lot or have any pain in your chest after vaping. Whether you're feeling those things or not, your health care provider can talk to you, confidentially, about vaping and help you quit for good.

### Here Are Some Signs That Vape Might Be Taking a Toll on You

- You're feeling moody or acting differently than usual.
- You're craving certain foods more than ever and the feeling won't go away.
- It's hard to focus because you just want to vape.
- You're getting headaches, feeling nauseated, coughing or feeling short of breath.
- You're tired more than usual no matter how much sleep you get.

# QUIT TOBACCO

Oregon  
**Health**  
Authority

**SMOKEFREE**  
oregon

## **PUBLIC HEALTH WARNING: STOP USING VAPING PRODUCTS**

The Oregon Health Authority urges Oregonians to stop using all vaping products until federal and state officials have determined the cause of serious lung injuries and deaths linked to the use of both cannabis and nicotine vaping products.

**Individuals who have recently vaped and are having difficulty breathing should seek medical attention immediately.** No vaping products should be considered safe. Switching to cigarettes or other combustible products is not a safer option.

**If you or someone you know smokes or vapes, we urge you to quit now. Free, immediate help is available from the following resources:**

- 1-800-QUIT-NOW (1-800-784-8669), [quitnow.net/Oregon](http://quitnow.net/Oregon)
- Español: 1-855-DEJELO-YA (1-855-335356-92), [quitnow.net/foregonsp](http://quitnow.net/foregonsp)
- [thisisquitting.com](http://thisisquitting.com) or text DITCHJUUL to 88709 (text-based quit resource for youth)
- For help quitting cannabis, call Oregon's Drug and Alcohol Helpline at 1-800-923-4357 or text RecoveryNow to 839863.

## **CHOOSE SUPPORT THAT'S RIGHT FOR YOU**

Quitting is different for everyone. That's why we offer a variety of options, all free of cost. You can combine counseling and medicine to help you quit for good.



**Counseling to Quit:** You can have multiple counseling sessions as you work toward quitting. And you can try more than one type of counseling, too.



**One-on-One Quit:** Personalized support from your doctor or healthcare provider.



**Phone Quit:** Support by phone from the comfort of your home. You can even sign up for supportive text messages.



**Group Quit:** Support from a trained quit coach in a group setting, with other people who are trying to quit.



**Web Quit:** Custom support through a computer or smartphone. It's available any time, any place.



**Medicine to Quit:** Medicine is a safe way to reduce cravings and symptoms while you quit. Many options are available for free, including patches and gum.

## **TALK TO YOUR DOCTOR TODAY TO QUIT TOBACCO FOR GOOD!**

Visit [www.oregonhealthauthority.org](http://www.oregonhealthauthority.org) or call 1-800-DEJELO-YA (1-800-784-8669).

## **FACTS ABOUT QUITTING**

### **Health from head to toe**

Quitting tobacco lowers your risk of heart attack, stroke and some cancers.

### **Protect your loved ones**

Quitting protects the people around you—especially kids and babies—from colds, asthma attacks and more.

### **Counseling + medicine = success!**

When you combine counseling and medicine, you're 2 times more likely to quit for good.

**Support is available to quit any type of tobacco, including cigarettes, cigars, chewing tobacco, e-cigarettes and more.**

For more information on how to refer a patient to quit resources, provide counseling and bill for treatment, visit:  
[healthoregon.org/vaping](http://healthoregon.org/vaping)






# Recession Concerns in Eastern Oregon?

By Chris Rich - Eastern Oregon Regional Economist

October 15, 2019



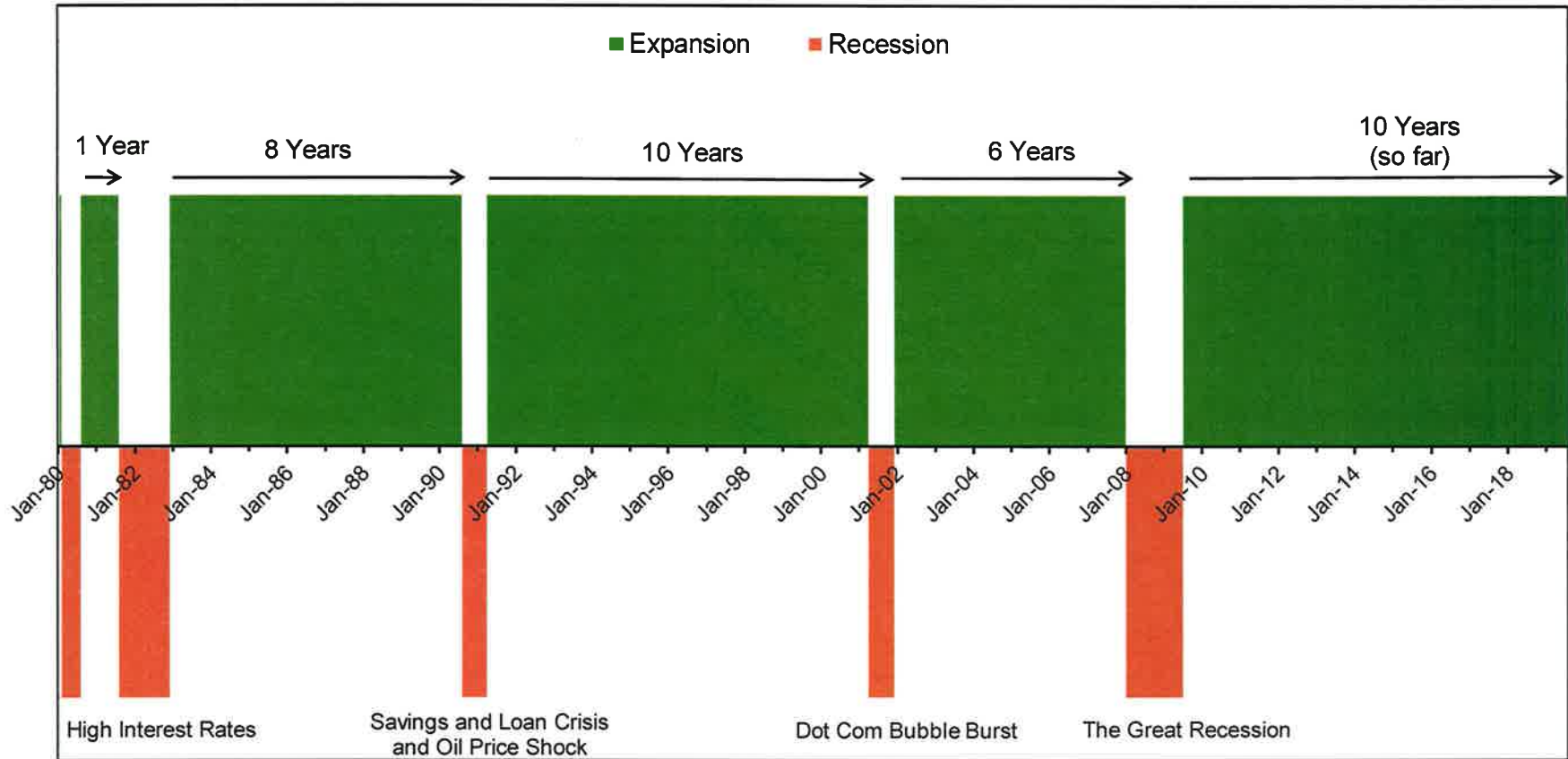


“The NBER does not define a recession in terms of two consecutive quarters of decline in real GDP. Rather, a recession is a significant decline in economic activity spread across the economy, lasting more than a few months, normally visible in real GDP, real income, employment, industrial production, and wholesale-retail sales.”

– *National Bureau of Economic Analysis*



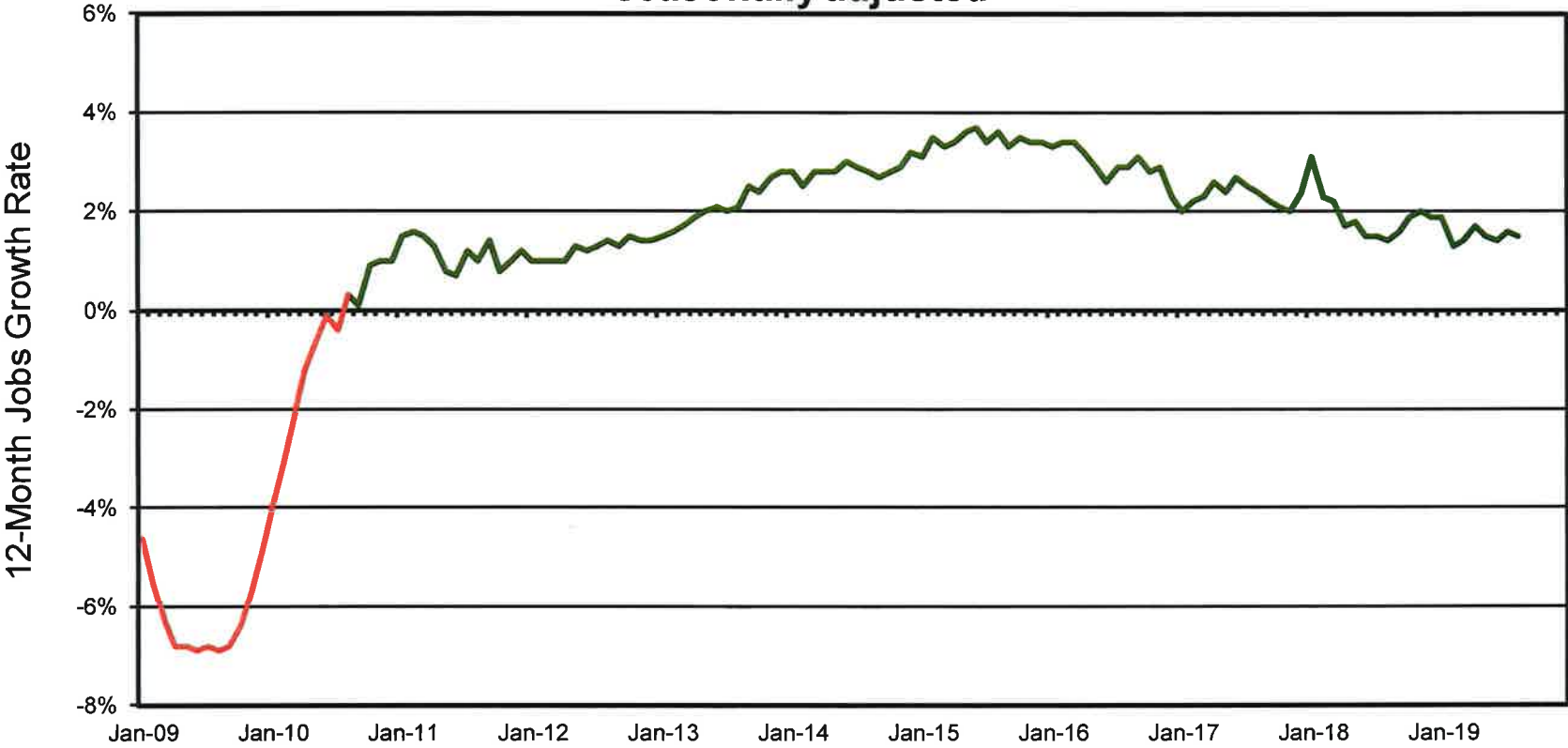
## Economic Expansions Don't Die of "Old Age," but They Don't Last Forever



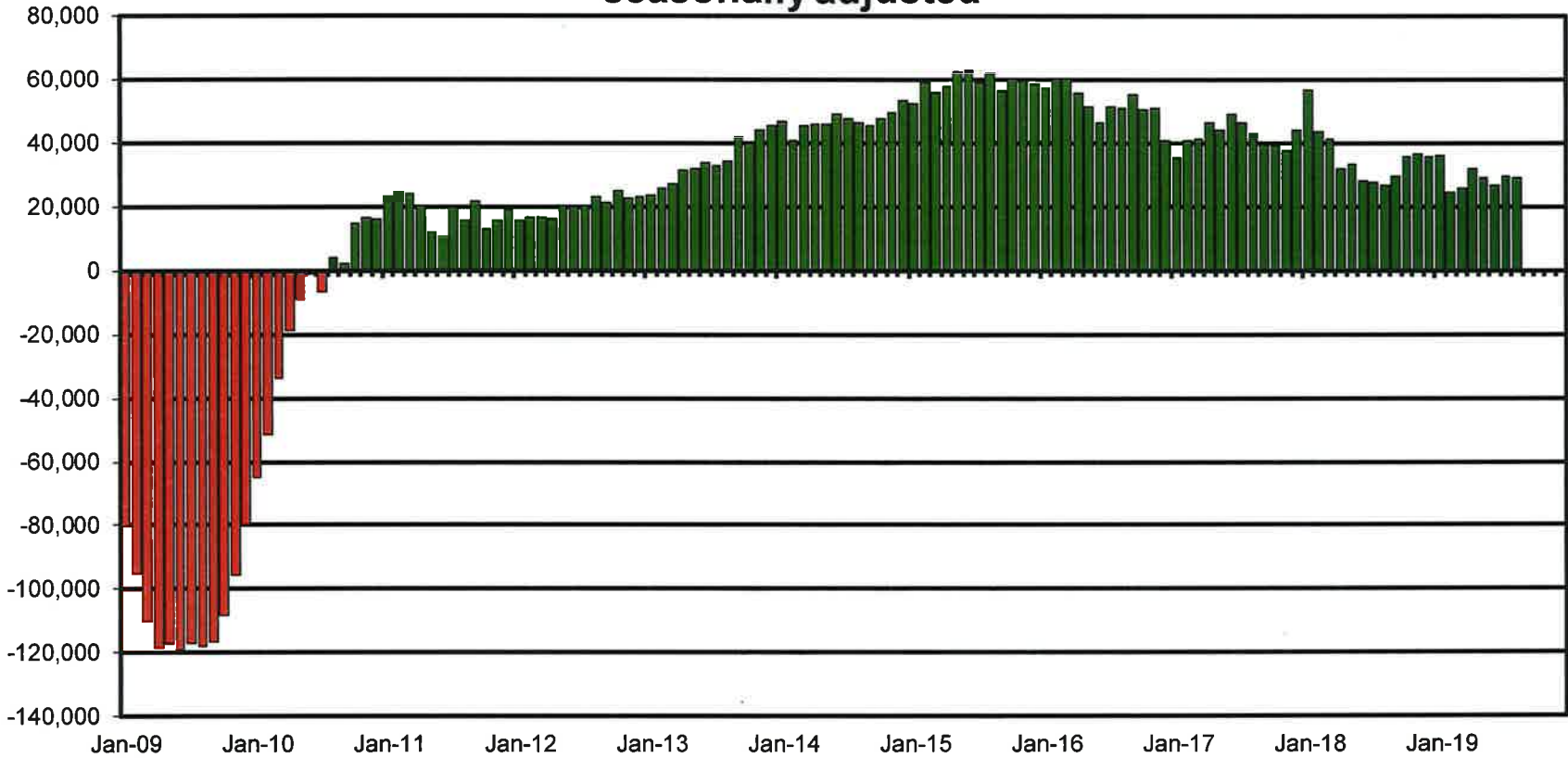
Source: Oregon Employment Department based on NBER Business Cycles



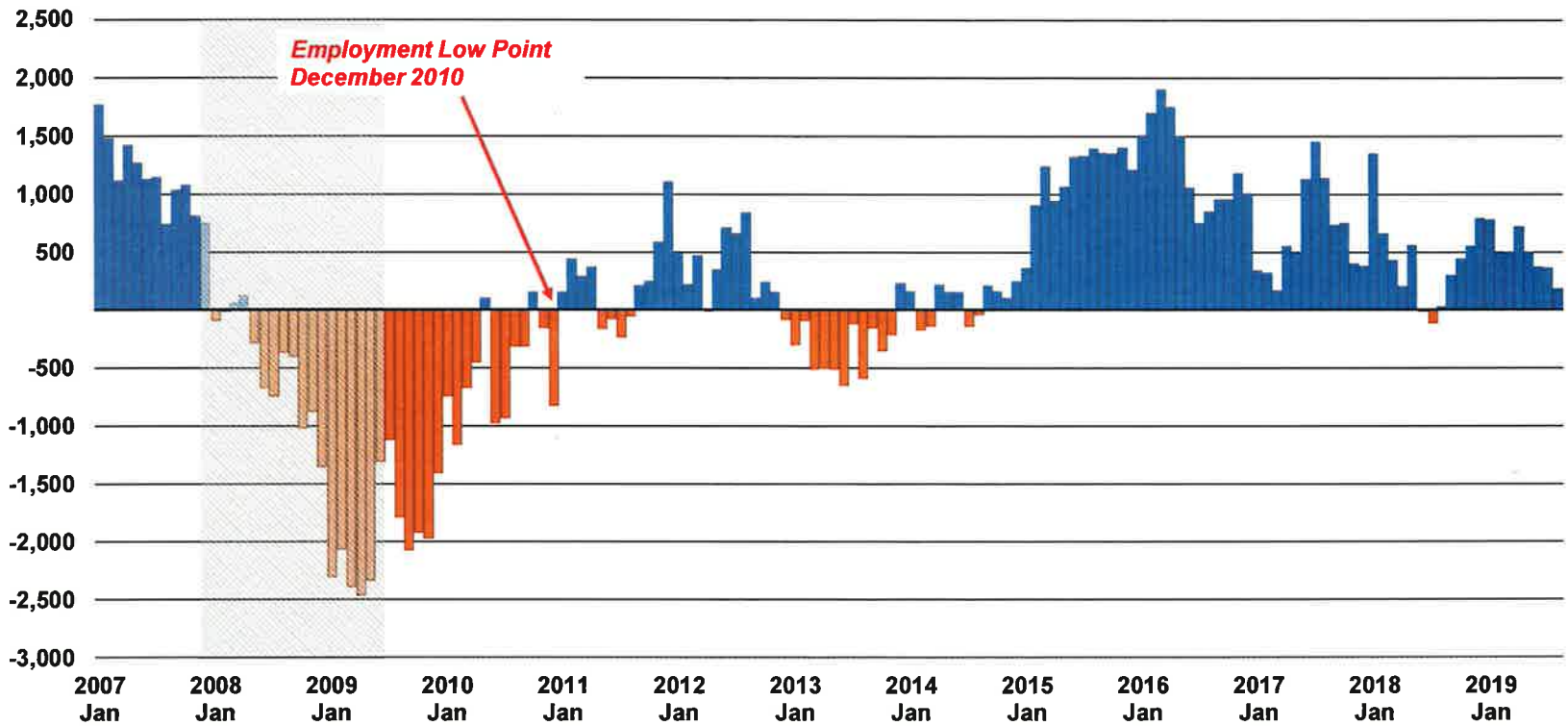
## Oregon's Year-Over-Year Percentage Change in Jobs seasonally adjusted



## Oregon's Year-Over-Year Job Growth/Decline seasonally adjusted



### Eastern Oregon Job Gains Slowing in 2019 (Bar Represents Great Recession)



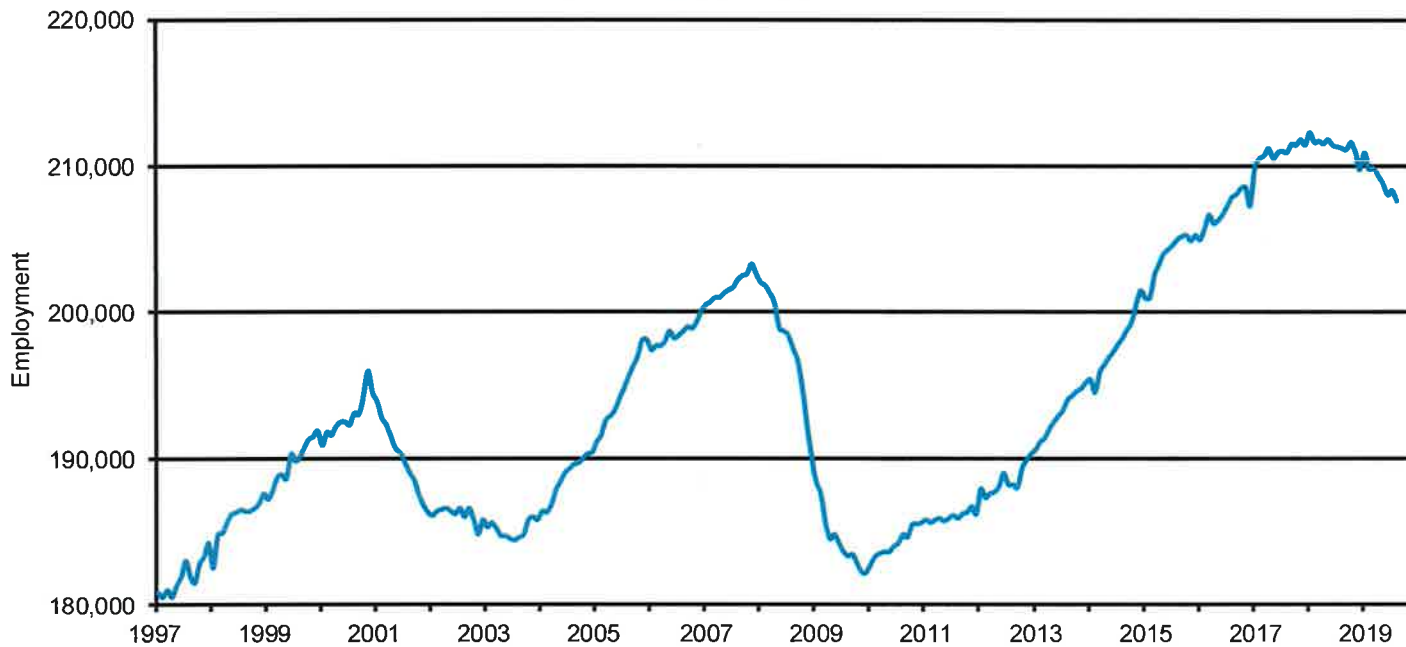
Source: Oregon Employment Department

Year-Over-Year Job Growth or Decline, Seasonally Adjusted Nonfarm Employment - 2007 to 2019



## Retail trade employment has been trending down this year.

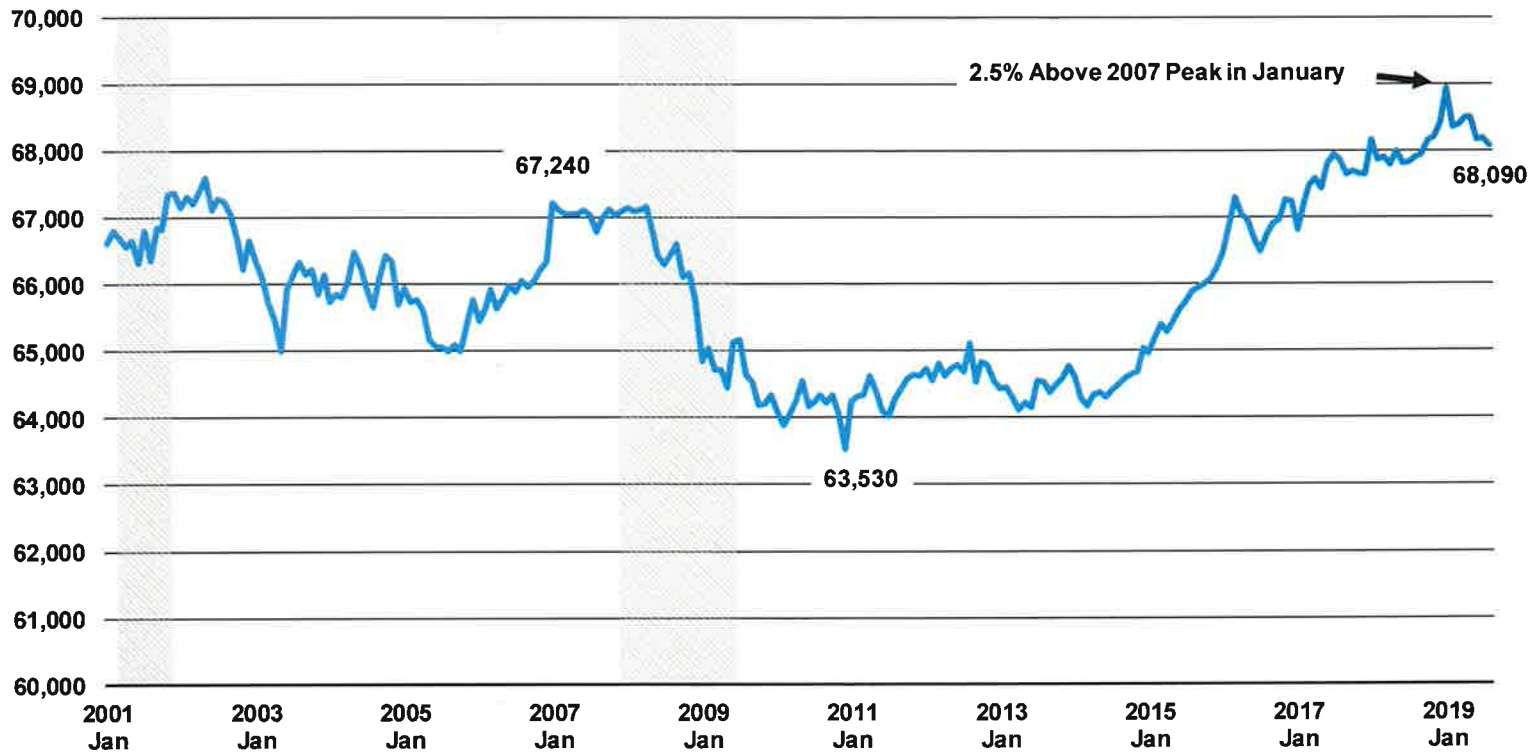
Seasonally Adjusted Employment in Oregon  
Retail Trade: 1997 - 2019



Nationwide, retail trade was down slightly over the past year (-0.5%). In Oregon, retail employment dropped by 1.7 percent over the past year.



### Nonfarm Employment Has Grown 6.1% Since March 2014 (Bars Represent Recessions)



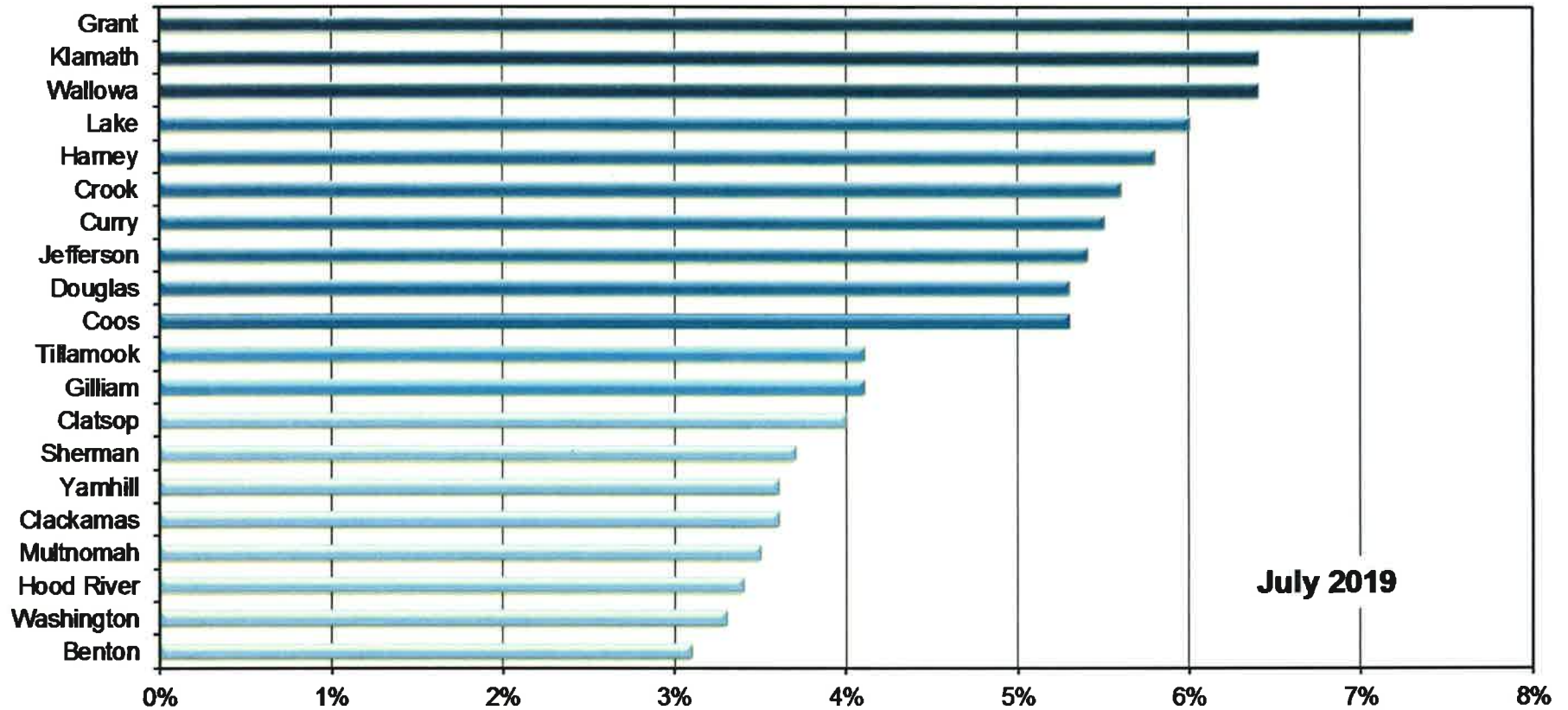
Source: Oregon Employment Department

Eastern Oregon Seasonally Adjusted Total Nonfarm Employment - 2001 to 2019





## Oregon Unemployment: Ten Highest / Ten Lowest County Rates

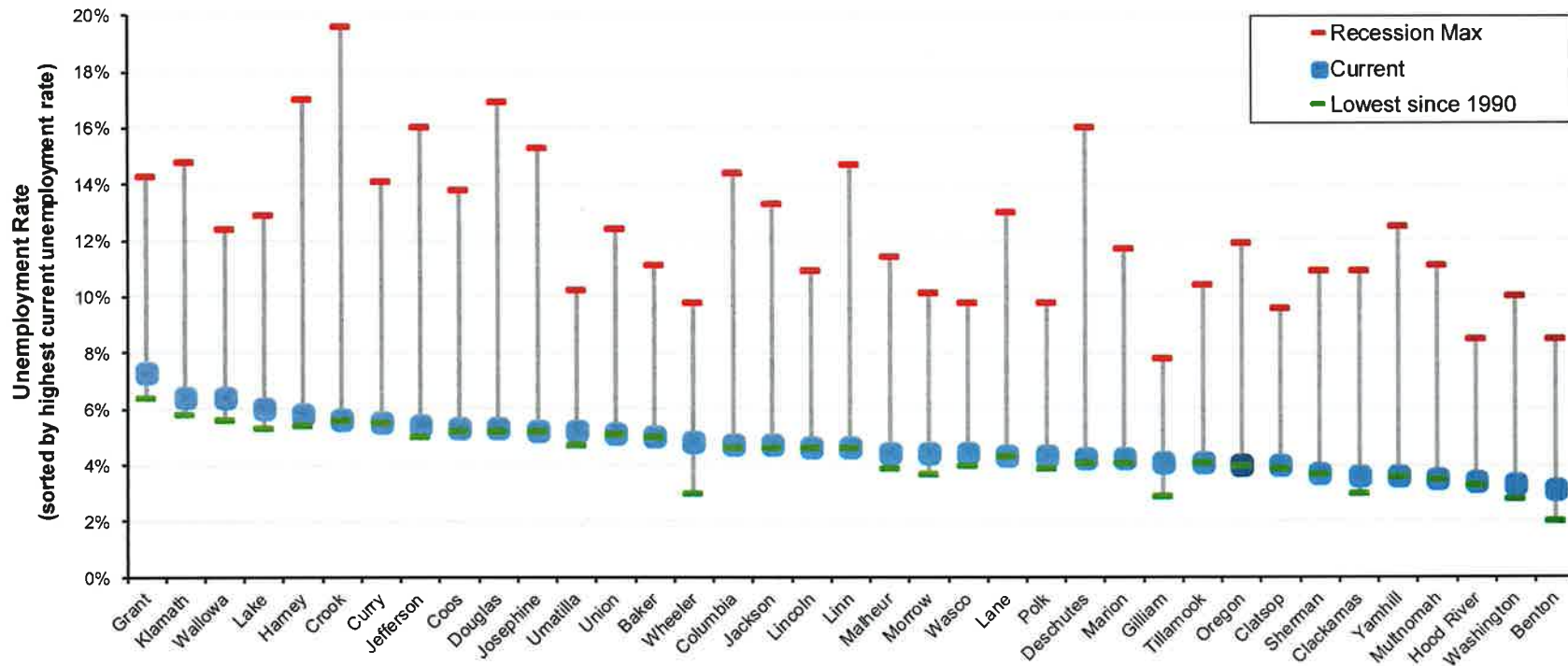


July 2019

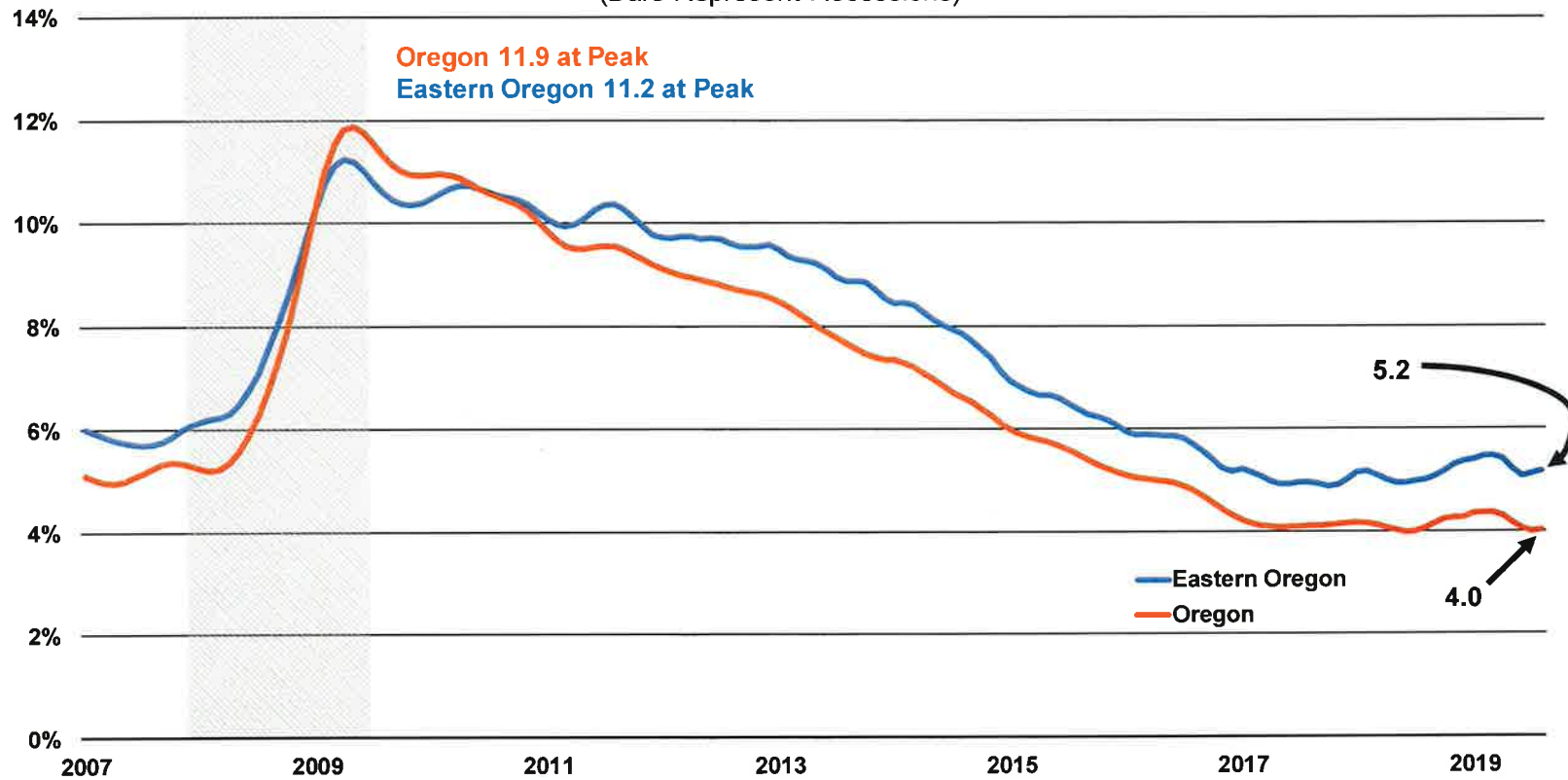


# Many counties are at or near their historic low unemployment rates.

**Unemployment Rates in Oregon Counties**  
Current Rate and Max for 2007-2009 Recession, Seasonally Adjusted



### Region's Unemployment Rate Trends Similar to State's (Bars Represent Recessions)



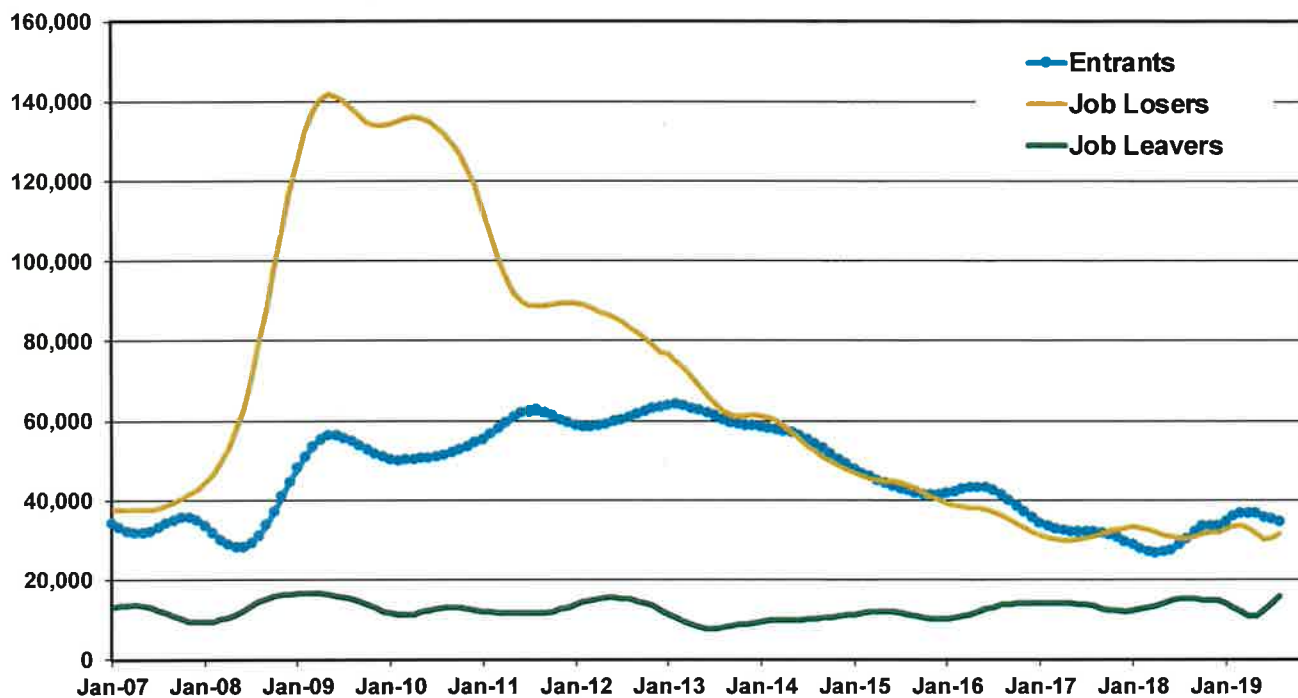
Source: Oregon Employment Department

Seasonally Adjusted Unemployment Rate - 1990 to June 2019



The largest group of unemployed Oregonians are new entrants to the labor force. Unemployment from layoffs is at a 12-year low.

Oregon Unemployment by Reason [Trend]



Source: Oregon Employment Department, CPS

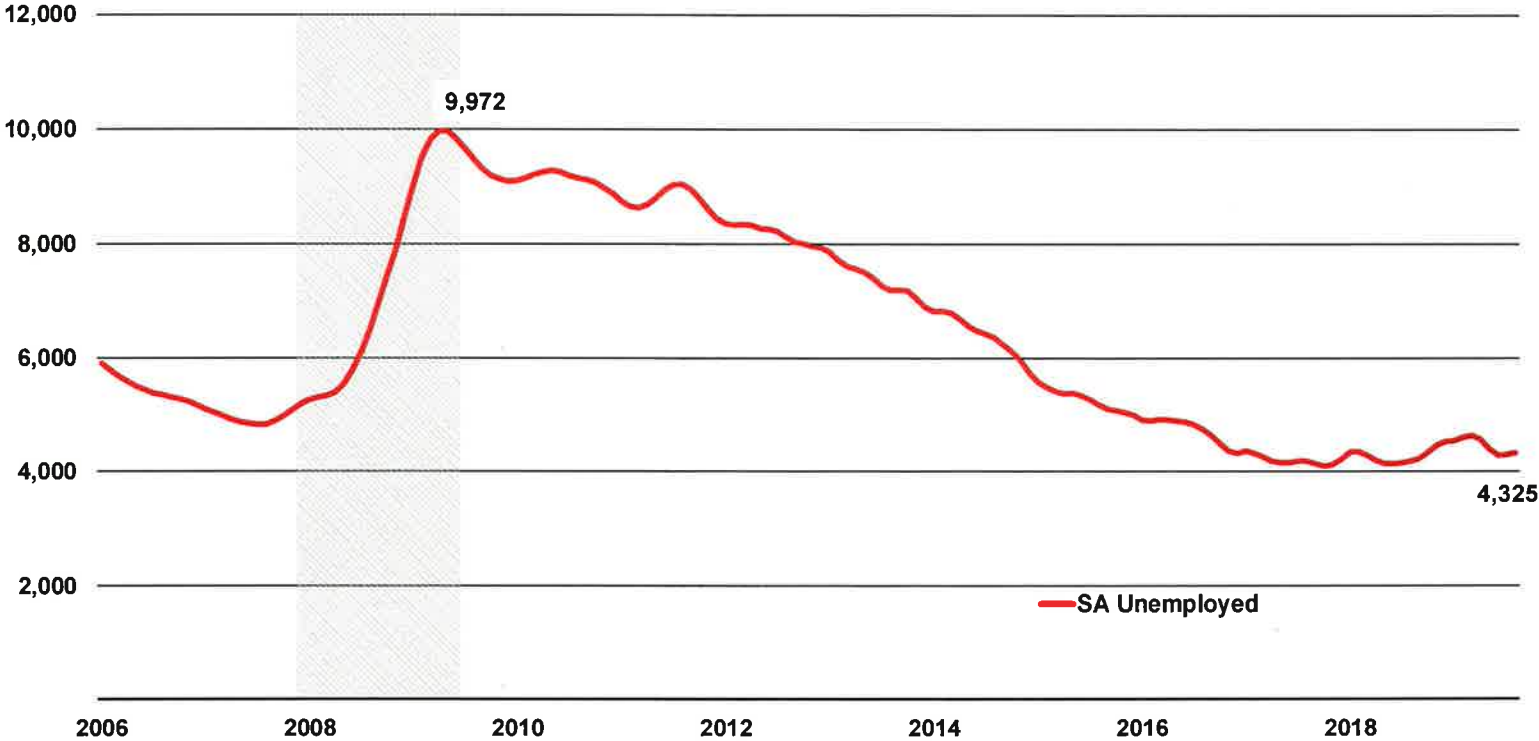
**42%**  
New to the workforce

**39%**  
Lost job

**19%**  
Left job voluntarily



### Number of Unemployed Eastern Oregonians is Very Low (Bar Represents Great Recession)

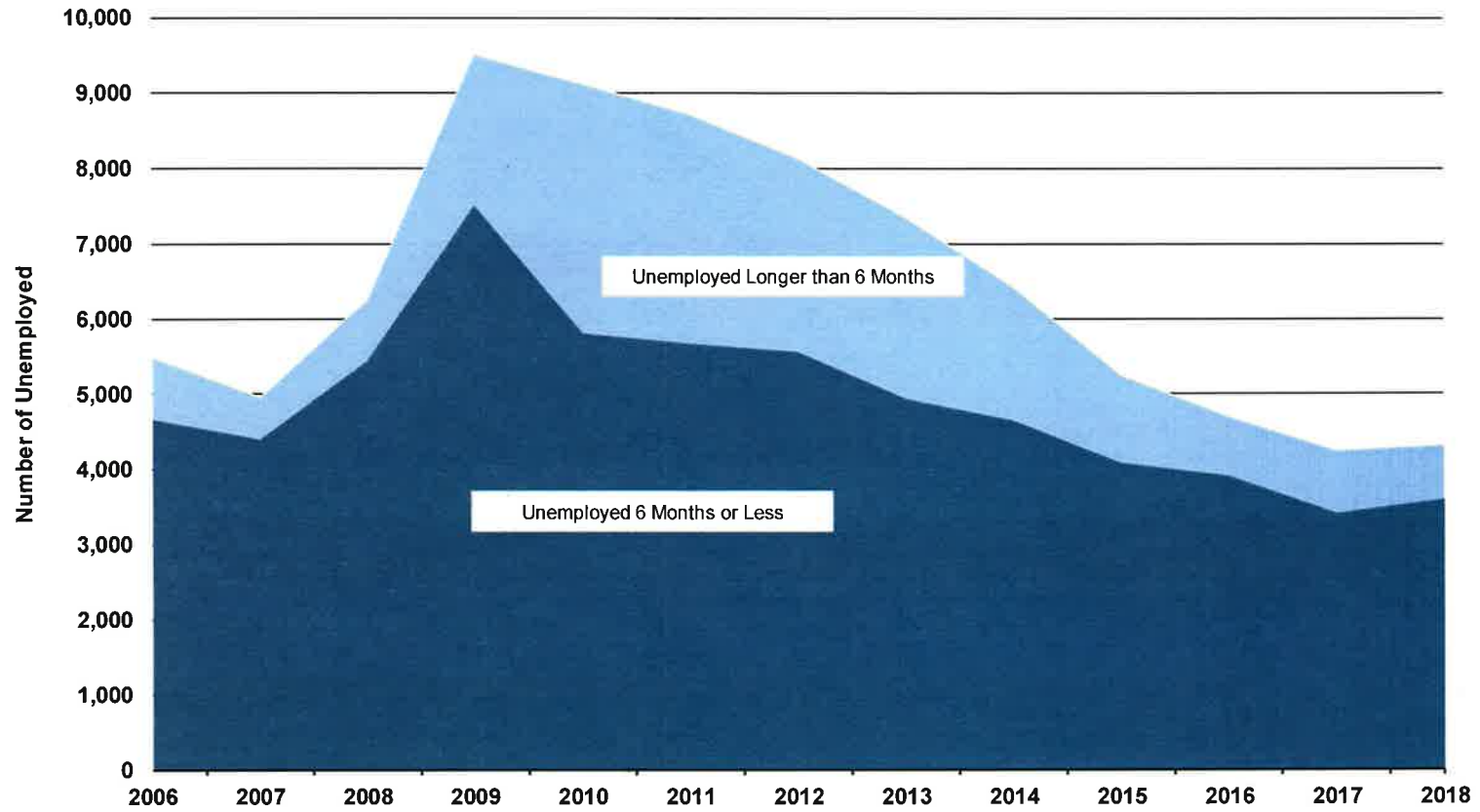


Source: Oregon Employment Department

Total Unemployed, Seasonally Adjusted - 2006 to 2019



Less Than 17% Unemployed Long-Term, 36% in 2010

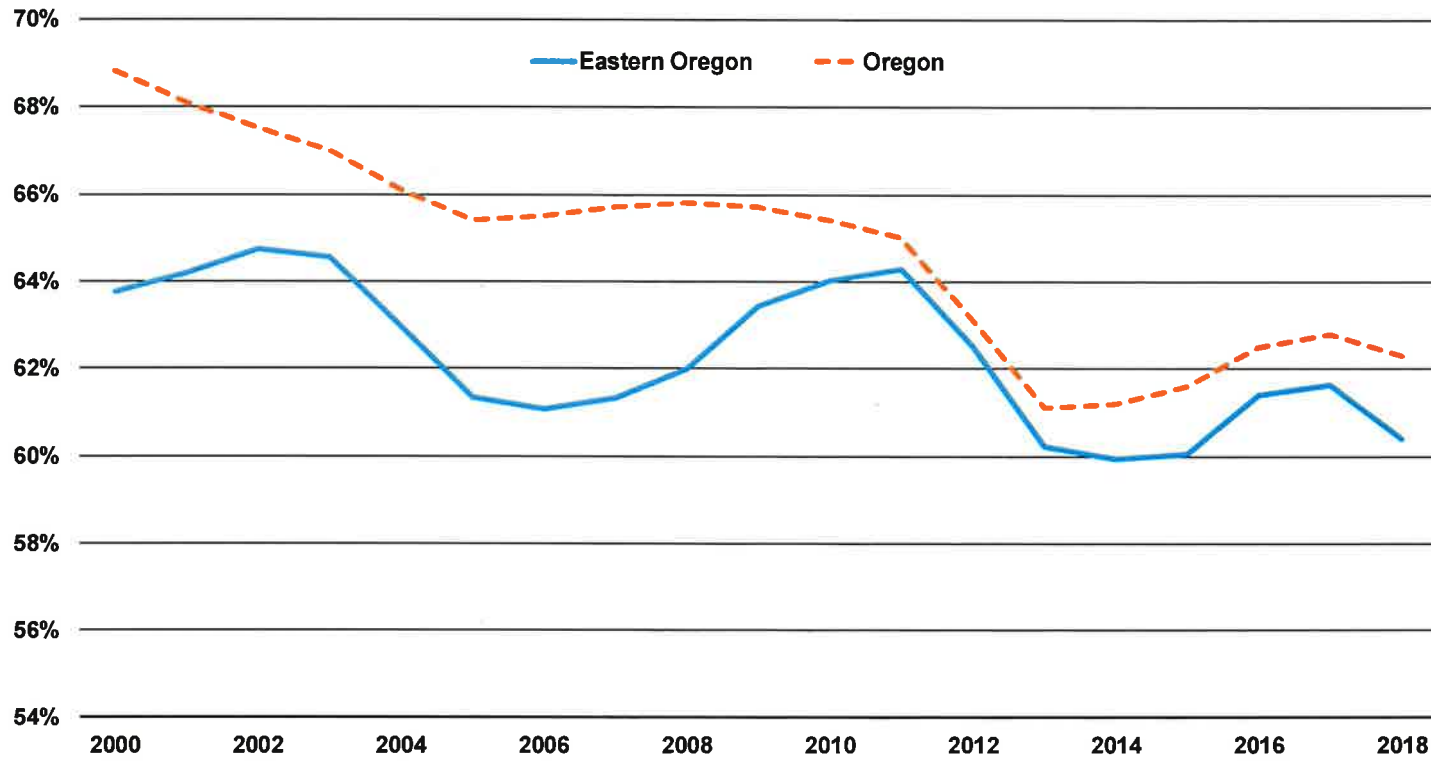


Source: Oregon Employment Department

Long-term Unemployed in Eastern Oregon, Annual Average - 2006 to 2018



### Long-term Trend is a Bumpy Road Downhill



Eastern Oregon Labor Force Participation Rate, 2000 to 2018

Source: Oregon Employment Department



## Labor Force Participation Rate

	<b>2007</b>	<b>2017</b>	<b>2018</b>	<b>Change 2007-18</b>	<b>Change 2017-18</b>
<b>Oregon</b>	<b>65.7%</b>	<b>62.8%</b>	<b>62.3%</b>	<b>-3.4</b>	<b>-0.5</b>
Baker	57.0%	54.2%	53.1%	-3.9	-1.1
Grant	60.4%	52.5%	51.5%	-8.9	-1.0
Harney	58.0%	58.3%	57.5%	-0.5	-0.8
Malheur	53.3%	61.2%	59.2%	5.9	-2.0
Morrow	65.9%	68.0%	65.9%	0.0	-2.1
Umatilla	65.0%	65.7%	65.0%	0.0	-0.7
Union	61.2%	58.0%	56.2%	-5.0	-1.8
Wallowa	67.0%	57.1%	55.8%	-11.2	-1.3
<b>Eastern Oregon</b>	<b>61.3%</b>	<b>61.6%</b>	<b>60.4%</b>	<b>-0.9</b>	<b>-1.2</b>

*Source: Oregon Employment Department*



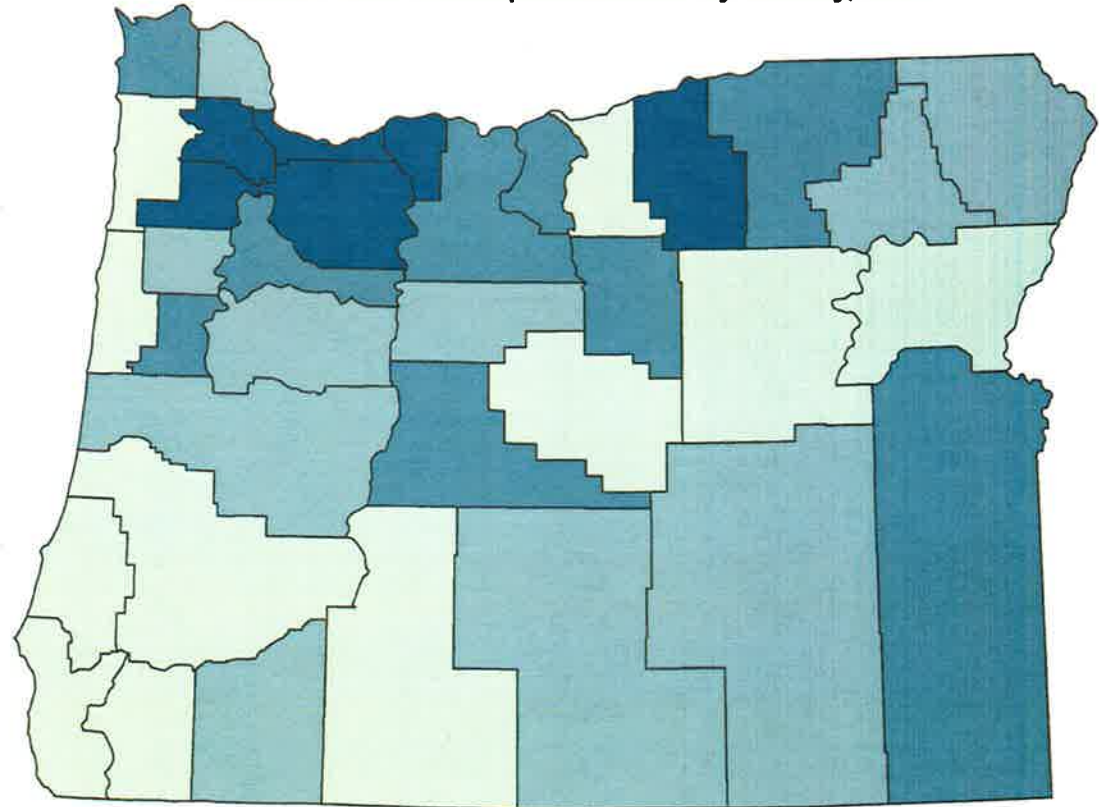


**Labor force participation rates vary widely across Oregon's counties.**

High  
Hood River  
79.3%

Low  
Curry County  
44.7%

**Labor Force Participation Rates by County, 2018**



Source: Oregon Employment Department

45% to 55%

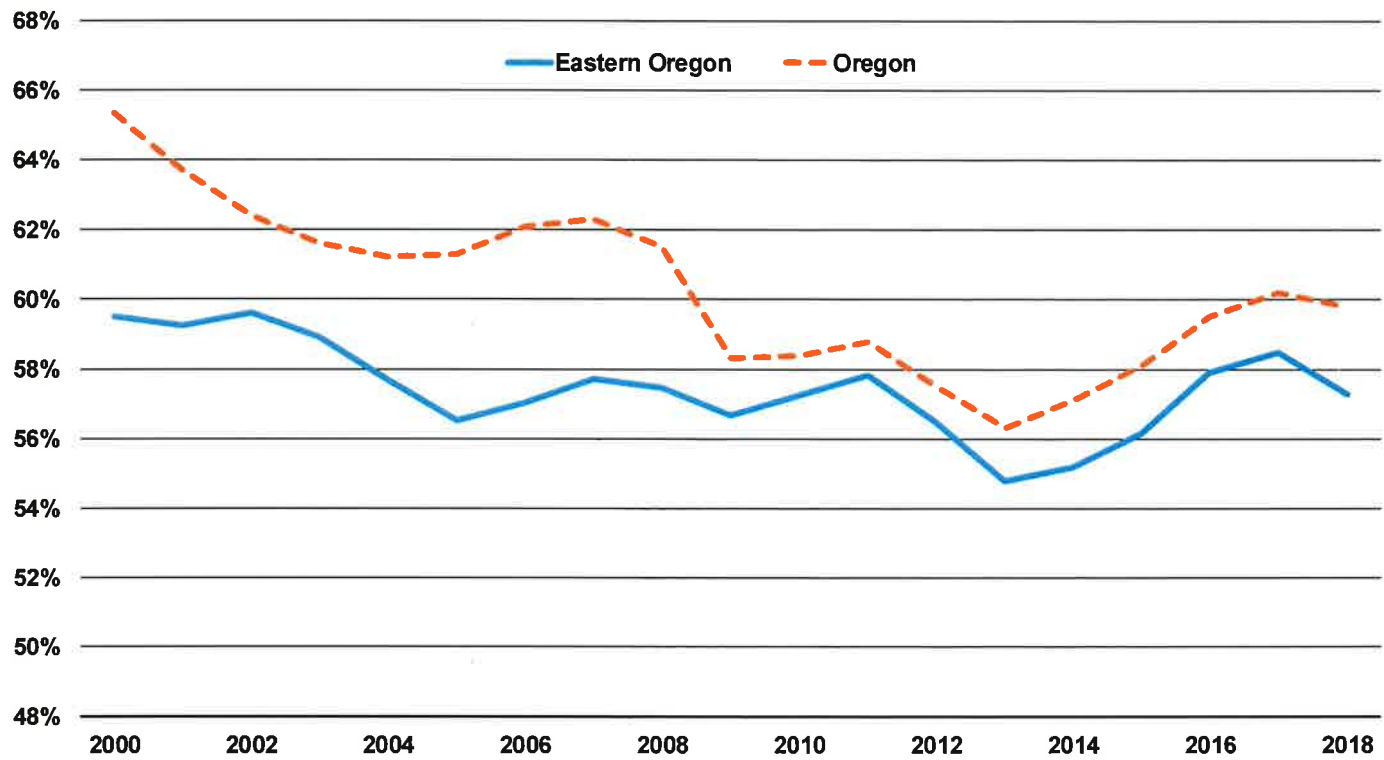
56% to 59%

60% to 64%

65% to 79%



### Long-term Trend is a Bumpy Road



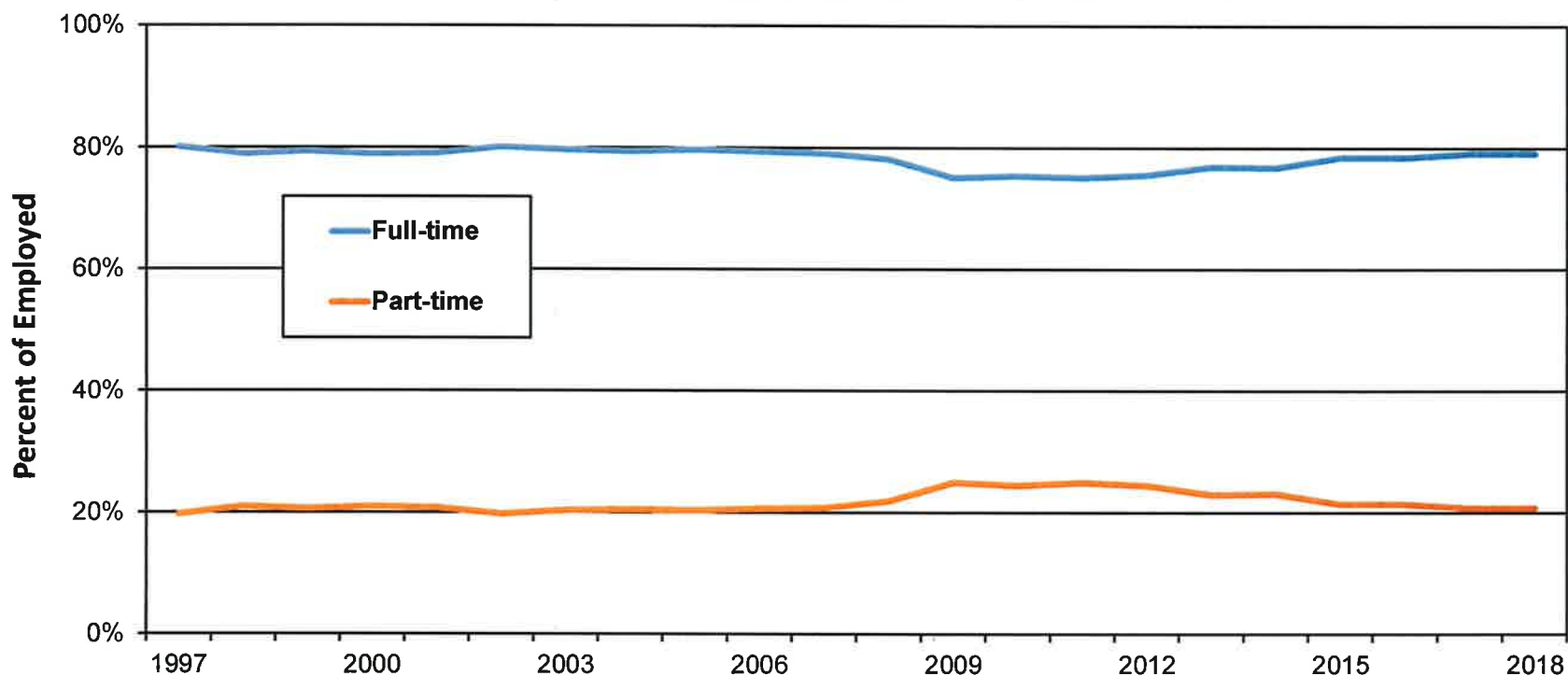
Eastern Oregon Employment to Population Ratio, 2000 to 2018

Source: Oregon Employment Department



**Share of part-time workers increased during the recession, but is now the same as it was 10 years ago.**

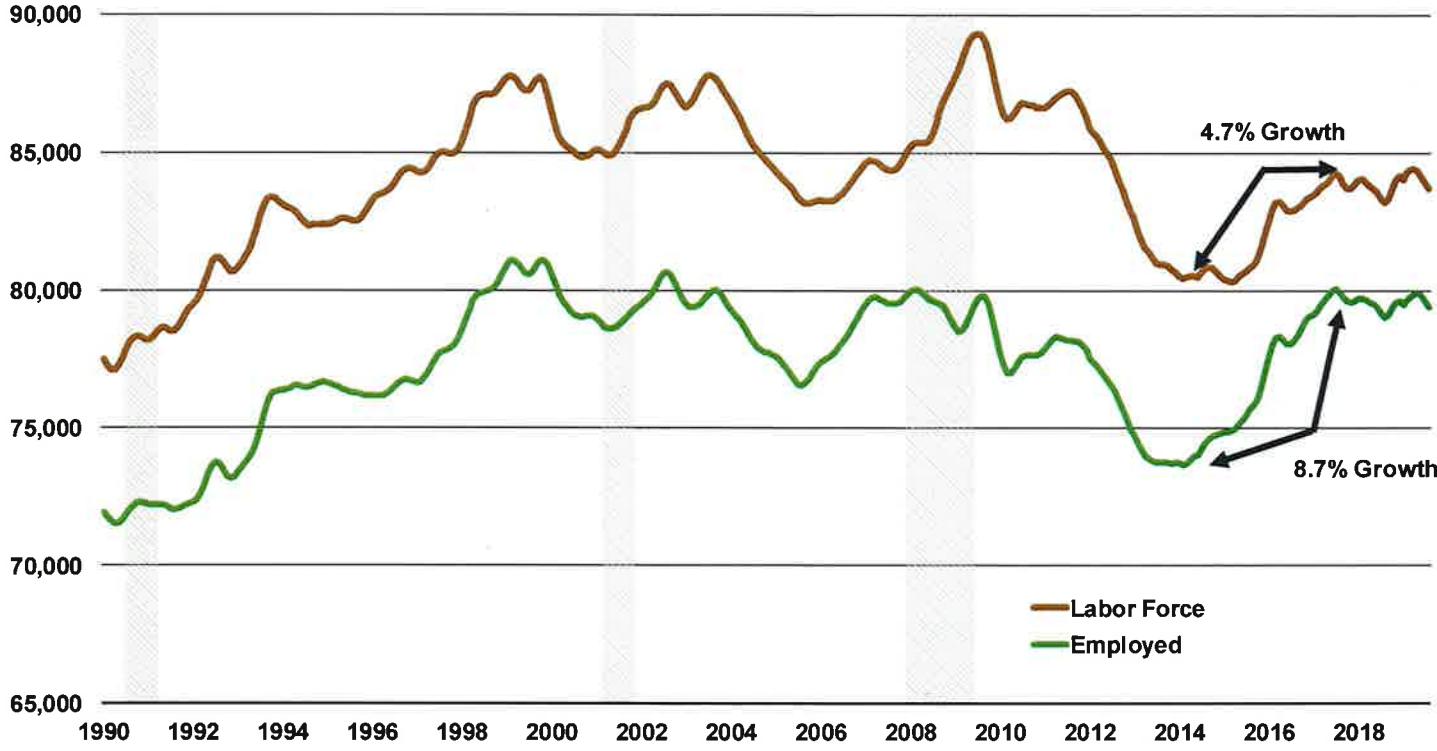
**Share of Oregon Workers Usually Employed Full-Time and Part-Time**



Source: Oregon Employment Department using Bureau of Labor Statistics, Current Population Survey



### Employment Gains Outpaced Labor Force Gains Since 2014 (Bars Represent Recessions)



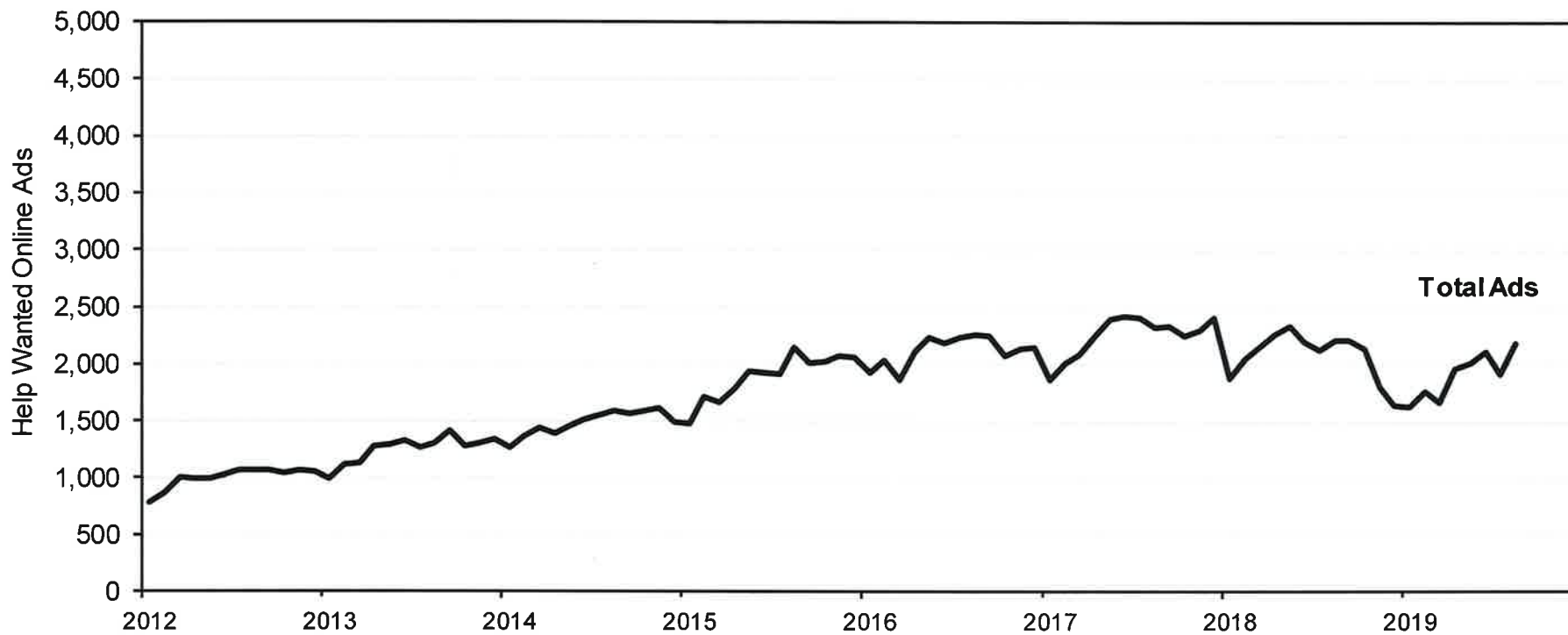
Source: Oregon Employment Department

Eastern Oregon Civilian Labor Force and Total Employed, Seasonally Adjusted - 1990 to 2019



## Eastern Oregon Help Wanted Online Ads

Not Seasonally Adjusted



Source: The Conference Board Help Wanted OnLine™ (HWOL)

January 2012 - August 2019



Support Business · Promote Employment

All the local workforce areas in Oregon saw a decrease in help wanted ads from August 2018 to August 2019.

	<b>Help Wanted Ads in August 2019</b>	<b>Over-the-Year Change Rate</b>
Portland-Metro	-5,409	-14%
Mid-Valley	-1,273	-15%
Rogue Valley	-558	-9%
Clackamas	-299	-5%
East Cascades	-884	-15%
Northwest Oregon	-616	-13%
Lane	-647	-15%
Southwestern Oregon	-243	-11%
Eastern Oregon	-16	-1%

*Source: Oregon Employment Department and The Conference Board*

Email [Anna.L.Johnson@Oregon.gov](mailto:Anna.L.Johnson@Oregon.gov) if you need additional HWOL data for your workforce area.





For More Information

**Chris Rich, Eastern Oregon Regional Economist**

[Christopher.M.Rich@Oregon.gov](mailto:Christopher.M.Rich@Oregon.gov)

(541) 963-7111 ext. 226

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