

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, October 30, 2019 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, Oregon**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on 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 31<sup>st</sup>
  - b. Oregon Health Authority Intergovernmental Agreement #159210, Tort Liability Coverage as a Provider for Psychiatric Security Review Board
- 5. Business Items**
  - a. Fair Board Appointment Requests (Ann Jones, Fair Secretary)
  - b. Investment Policy (Gayle Gutierrez, Treasurer)
  - c. Review & Approve Community Development Director Job Description (Darrell Green, Administrator; Karmen Carlson, Human Resources Director)
  - d. Irrigon Building Update (Darrell Green)
  - e. AOC Annual Conference Plans
- 6. Department Reports**
  - a. Clerk's Quarterly Report (Bobbi Childers)
  - b. Public Health Department Quarterly Report (Sheree Smith, Director)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Adjournment**

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

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

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



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
46

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

Presenter at BOC: Darrell Green/Justin Nelson/Kate Knop Phone Number (Ext): (541) 676-5615 x5302
Department: Administration/County Counsel/Finance Requested Agenda Date: 10/30/2019
Short Title of Agenda Item: Oregon Health Authority; Intergovernmental Agreement # 159210 and
(No acronyms please) Third-Party Agreement for IGA # 159210.

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority / Community Counseling Solutions
Contractor/Entity Address: Salem, OR
Effective Dates - From: 07/10/2019 Through: 06/30/2021
Total Contract Amount: \$ 0.00 Budget Line: 101-199-3-30-3625
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The Oregon Health Authority (OHA) submitted two agreements to the County.

1. Intergovernmental Agreement # 159210 Tort Liability Coverage as a Provider for Psychiatric Security Review Board (PSRB).
2. Form Amendment to County Contract with Private Community Provider of PSRB Services (3rd Party Agreement).

Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board (PSRB).

## **2. FISCAL IMPACT:**

None.

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

1. Move to approve "Intergovernmental Agreement # 159210 Tort Liability Coverage as a Provider for Psychiatric Security Review Board", authorizing Chair Doherty to sign on behalf of Morrow County.
2. Move to approve "Form Amendment to County Contract with Private Community Provider of PSRB Services (3rd Party Agreement)", authorizing Chair Doherty to sign on behalf of Morrow County.

Attach additional background documentation as needed.

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

**INTERGOVERNMENTAL AGREEMENT # 159210  
TORT LIABILITY COVERAGE AS A PROVIDER FOR  
PSYCHIATRIC SECURITY REVIEW BOARD**

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority hereinafter referred to as “OHA,” and **Morrow County** hereinafter referred to as “County.”

1. **Term.** This Agreement shall become effective on the date at which all authorized signatures have been acquired. Unless otherwise terminated or extended, this Agreement expires on June 30, 2021 or when the 2019 – 2021 Financial Assistance Agreement (FAA) between OHA and County is terminated, whichever occurs earlier.
2. **Statutory Authority.**
  - a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
  - b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
  - c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.
3. **Indemnity by State.** From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the State of Oregon, acting by and through its Department of Administrative Services (DAS), and subject to ORS 278.120(1), shall defend and indemnify County or private community care provider (CMHP) and its employees, but only up to the limits for tort claims against the State of Oregon specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by County, private community care provider (CMHP) or its employees in the course of County’s or private community care provider’s (CMHP’s) delivery of professional services under this Agreement.

Subject to ORS 278.120(1) and the monetary limits stated above, County or private community care provider (CMHP) and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this Agreement are intended to – and none do – make County, private community care provider (CMHP) or its employees the agents or employees of OHA, DAS, or the State of Oregon generally.

**4. Statement of Work and Consideration.**

- a. The County shall continue to provide PSRB Mental Health Services (MHS 30-Service Description “Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board,” hereinafter referred to as “MHS 30”), attached hereto as Attachment A, as specified in the 2019 – 2021 FAA.
- b. The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.
- c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County’s provision of supervision, care, treatment or training of persons pursuant to the terms of the 2019 – 2021 FAA.

**5. Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA’s biennial appropriation or limitation. The County understands and agrees that OHA’s payment of amounts under this Agreement are attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County’s right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

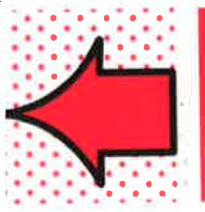
**6. Termination**

- a. This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.
- b. OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:
  - (1) The County is deficient in providing PSRB Services as outlined in the MHS 30 Service Description within the time specified herein or any extension thereof.
  - (2) OHA’s 2019 – 2021 FAA with County is terminated.
- c. Termination under this Section shall not prejudice County’s right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

- 7. Records Maintenance and Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic, or other form that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County whether in paper, electronic, or other form that are pertinent to this Agreement are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and expiration or termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 8. Compliance with Applicable Law.** The County shall comply with all federal, state, and local laws and ordinances applicable to the services being provided under this Agreement. The County, its officers, and employees are not agents of OHA for the purposes of ORS 30.260 to 30.300. Without limiting the generality of the foregoing, County expressly agrees to comply with:

  - a. Title VI of the Civil Rights Act of 1964;
  - b. Section V of the Rehabilitation Act of 1973;
  - c. The Americans with Disabilities Act of 1990;
  - d. ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and
  - e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 9. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 10. Merger Clause.** This Agreement and the attachments constitute the entire Agreement between the parties. No waiver, consent modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all signatories to this Agreement. Such waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The County, by the signature below of its authorized representative, hereby acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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



**11. Signatures:**

**Morrow County**

**By:**

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature

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

**By:**

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature

**Approved for Legal Sufficiency:**

**By:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on April 17, 2019; email in contract file.

**Approved by the Department of Administrative Services:**

**By:**

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on March 18, 2019; letter in contract file.

## ATTACHMENT A

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

### 1. **Service Description**

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

**a.** Monitoring Services include:

- (1) Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (2) Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (3) Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (4) Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (5) Administrative activities related to the Monitoring Services described above, including but not limited to:
  - (a) Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
  - (b) Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
  - (c) Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
  - (d) Implementing board-approved modifications of Conditional Release Orders;
  - (e) Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
  - (f) Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and



- (g) An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

**b. Security and Supervision Services includes:**

- (1) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (2) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:
  - (a) Additional staffing;
  - (b) Transportation;
  - (c) Interpreter services;
  - (d) Medical services and medications;
  - (e) Rental assistance, room and board, and person and incidental funds;
  - (f) Payee
  - (g) Guardianship initial and ongoing costs;
  - (h) Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and
  - (i) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

**2. Performance Requirements**

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- b. Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

### 3. Reporting Requirements

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

<http://www.oregon.gov/oha/amh/mots/Pages/resource.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:

- a. 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;
- b. 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]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. 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 County 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. Special Reporting Requirements

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;
- g. Notification of Change of Residence; or
- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

5. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 30 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

a. Financial assistance provided to County or Service Providers are subject to the following:

- (1) OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 30 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing financial assistance to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;
- (2) OHA is not obligated to provide payment for any MHS 30 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall within its Services.

b. The Part A awards will be calculated, disbursed, and settled as follows:

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 30 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award and are subject to the limitations described herein.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
  - (a) OHA may, upon written request of County, adjust monthly allotments;

- (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 30 Services provided under that line of the Financial Assistance Award;
  - (c) OHA may, after 30 calendar days (unless parties mutually agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
  - (d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall in its County; and
  - (e) OHA will reduce the financial assistance made for MHS 30 Services delivered under a particular line of Exhibit C, “Financial Assistance Award”, containing an “A” in column “Part ABC,” by the amount received by County as payment for the cost of the Services delivered to an Individual from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided. County is obligate to report to OHA, by email at [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), any TPR payments not later than 30 calendar days following receipt of payments by County or Service Provider.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Services Requirement, and subject to the terms and limitations in this MHS 30 Service Description.

c. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per OHA’s receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.
- (2) OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.
- (3) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years’ funding.

Amendment No. 1 to County Contract No.                     

between Morrow County and COMMUNITY COUNSELING SOLUTIONS, INC.  
**Community Counseling Solutions/Morrow County Contract 2019-2021**

This is an amendment to the **Morrow County** Contract No.           ^           (Attached hereto as Exhibit 1 and referred to herein as the “Contract”), to provide services for persons under the jurisdiction of the Psychiatric Security Review Board. The Contract is between **Morrow County**, hereinafter referred to as “County” and COMMUNITY COUNSELING SOLUTIONS, INC., hereinafter referred to as “Provider.” The purpose of this amendment is to add the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” as a third party to the Contract.

This amendment shall become effective on the date this amendment has been signed by all authorized parties and, as required, approved by the Department of Justice. This amendment shall expire on June 30, 2021, unless the Contract between the Provider and the County is terminated earlier.

**1. Statutory Authority.**

- a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
- b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
- c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

**2. Department Obligation.** As third party to the Contract, OHA’s obligations under this Contract shall be limited solely to the provision of tort liability coverage to Provider as specified in Attachment B “Independent Contractor’s Tort Liability Coverage Clause.”

**3. County and Provider Obligation; Compliance**

- a. Provider shall assist the County in County’s requirement to submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services. Provider shall provide services to OHA and County that comply with the service delivery for PSRB clients coded MHS 30 – Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (Attachment A), included in the 2019 – 2021 Financial Assistance Agreement (FAA). Payment for services shall be made through County according to the terms of the Contract between County and Provider or subsequent amendments to the Contract. County is required to monitor and assure that the Provider is in compliance with the service delivery as specified in Exhibit E, “General Terms and Conditions,” Section 6., “Provider

Monitoring,” of the 2019 – 2021 FAA. If County fails to comply and assure service delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.

- b. Upon notification by County to OHA that its Provider is deficient in service delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.

**4. Merger Clause**

This amendment, its attachments, and its exhibits constitute the entire Contract amendment between the three parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this amendment shall bind either party unless in writing and signed by all signatories to this amendment. Such waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this amendment. Each party, by the signature below of its authorized representative, hereby acknowledges that he or she has read this amendment, understands it, and agrees to be bound by its terms and conditions.

**5. Provider Data:**

Name of Provider:

COMMUNITY COUNSELING SOLUTIONS, INC.

Mailing Address: PO Box 469

Heppner, OR 97836

E-mail Address: kimberly.lindsay@ccsemail.org

**6. Signatures:**

**Provider**

**By:**

*Kimberly Linder*  
Authorized Signature

*Director*  
Title

*10/2/19*  
Date

**Morrow County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

**By:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on April 17, 2019; e-mail in contract file.

**Approved by the Department of Administrative Services:**

**By:**

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on March 18, 2019; letter in contract file





**Approval of the Independent Contractor's Tort Liability Coverage Clause (Attachment B):**

By delegation, via e-mail letter from Shelly Hoffman, Risk Manager, dated March 18, 2019; e-mail on file at Department of Human Services, Office of Contracts & Procurement.

Risk Management Division, Oregon Department of Administrative Services

**Form Approved as to Legal Sufficiency:**

Via e-mail by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, dated April 17, 2019; e-mail on file at Department of Human Services, Office of Contracts & Procurement.

Assistant Attorney General, Oregon Department of Justice

**EXHIBIT 1**

**[Insert copy of the Contract, including all amendments, between County and its Provider  
Delivering the PSRB Services (MHS 30) on behalf of County]**

**ATTACHMENT A**

**MHS 30 SERVICE DESCRIPTION FOR MONITORING, SECURITY AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

**1. Service Description**

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

**a. Monitoring Services include:**

- (1)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (2)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (3)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (4)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (5)** Administrative activities related to the Monitoring Services described above, including but not limited to:
  - (a)** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
  - (b)** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
  - (c)** Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
  - (d)** Implementing board-approved modifications of Conditional Release Orders;
  - (e)** Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

- (f) Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- (g) An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

**b. Security and Supervision Services includes:**

- (1) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (2) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:
  - (a) Additional staffing;
  - (b) Transportation;
  - (c) Interpreter services;
  - (d) Medical services and medications;
  - (e) Rental assistance, room and board, and person and incidental funds;
  - (f) Payee
  - (g) Guardianship initial and ongoing costs;
  - (h) Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and
  - (i) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

## 2. Performance Requirements

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- b. Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

## 3. Reporting Requirements

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

<http://www.oregon.gov/oha/amh/mots/Pages/resource.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:

- a. 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;
- b. 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]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. 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 County 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. Special Reporting Requirements

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;

- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;
- g. Notification of Change of Residence; or
- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

**5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” in MHS 30 lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

- a. Financial assistance provided to County or Service Providers are subject to the following:
  - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section, financial assistance requested for MHS 30 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, “Financial Assistance Award” before reducing financial assistance to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided;
  - (2) OHA is not obligated to provide payment for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall within its Services.
- b. The Part A awards will be calculated, disbursed, and settled as follows:
  - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 30 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award and are subject to the limitations described herein.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may, upon written request of County, adjust monthly allotments;
  - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 30 Services provided under that line of the Financial Assistance Award;
  - (c) OHA may, after 30 calendar days (unless parties mutually agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting requirements in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above;
  - (d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall in its County; and
  - (e) OHA will reduce the financial assistance made for MHS 30 Services delivered under a particular line of Exhibit C, "Financial Assistance Award", containing an "A" in column "Part ABC," by the amount received by County as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligate to report to OHA, by email at [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), any TPR payments not later than 30 calendar days following receipt of payments by County or Service Provider.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Services Requirement, and subject to the terms and limitations in this MHS 30 Service Description.

- c. The Part C awards will be disbursed as follows:
- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per OHA's receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.
  - (2) OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.
  - (3) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.



## ATTACHMENT B

### INDEPENDENT CONTRACTOR'S TORT LIABILITY COVERAGE CLAUSE

**Indemnity by State.** From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the State of Oregon, acting by and through its Department of Administrative Services (DAS), and subject to ORS 278.120(1), shall defend and indemnify County or private community care provider (CMHP) and its employees, but only up to the limits for tort claims against the State of Oregon specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by County, private community care provider (CMHP) or its employees in the course of County's or private community care provider's (CMHP's) delivery of professional services under this Agreement. Subject to ORS 278.120(1) and the monetary limits stated above, County or private community care provider (CMHP) and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this Agreement are intended to – and none do – make County, private community care provider (CMHP) or its employees the agents or employees of OHA, DAS, or the State of Oregon generally.



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: Ann Jones
Department: Fair
Short Title of Agenda Item:
(No acronyms please) Appoint Fair Board members

Phone Number (Ext): 541-676-9474
Requested Agenda Date: 10/30/19

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various meeting items: Order or Resolution, Ordinance/Public Hearing, 1st/2nd Reading, Public Comment, Document Recording, Contract/Agreement, Appointments, Update on Project/Committee, Consent Agenda Eligible, Discussion & Action, 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
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The fair board recently had two members resign with their terms ending 12/31/2021, a vacancy remained from a member moving out of county with term ending 12/31/2021. And we also have a member that is moving at the end of October. This will leave the fair board with only 3 members.

We have put notices in the Heppner Gazette, North Morrow Times, Heppner Chamber newsletter, posted it on social media and have the current board members have been talking with various members of the community.

We recently had to cancel our October meeting due to not having enough board members to hold our monthly meeting.

We have received four letters of interest to join the fair board.

## 2. FISCAL IMPACT:

N/A

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

We ask that the BOC appoint:

Dawn Eynetich to one of the vacant fair board positions beginning 10/30/2019 ending 12/31/2021.

Ashley Strzelewicz to one of the other vacant positions beginning 10/30/2019 ending 12/31/2021.

Sarah Smith in a vacant position beginning 10/30/2019 ending 12/31/2021.

Shelby Krebs effective 10/30/19 (Rex Nielsen will be sending in his letter of resignation due to moving out of county) ending 12/31/2021.

Attach additional background documentation as needed.

October 22, 2019

Dear Morrow County Fair Board,

I'm writing this letter to inform you of my intent for the open seat on the fair board. I would like to be considered for this position.

I currently stay involved in my community by coaching volleyball helping with various school and community events. I am also a 4-H leader here in lone.

I am raising my family in this community and look forward to being a part of the Morrow County Fair Board.

Dawn Eynetich

[REDACTED]

lone, OR 97843

[REDACTED]

[REDACTED]

October 24, 2019

Dear Morrow County Fair Board,

I'm writing this letter to inform you of my intent for the open seat on the fair board. I would like to be considered for this position.

I grew up involved in the 4-H and FFA community and now my children are doing the same here in Morrow County.

My family moved to Morrow County five years ago and have fallen in love with everything it has to offer. I look forward to the opportunity of being a part of the Morrow County Fair Board.

**Ashley Strzelewicz**

[REDACTED]

**lone, OR 97843**

[REDACTED]

[REDACTED]

October 26, 2019

RE: Morrow County Fair Board Member Opening

Greetings,

Please accept this letter of interest as my request to be considered for a position on the fair board. I have lived in Morrow County, Heppner specifically, for most of my life. I am raising my children in this wonderful community and I am determined to be more active in it. My 2 youngest children are involved in 4H and my daughter is involved in FFA as well. I believe that children should be able to look up to their parents for guidance and I want to be to show them that community involvement is important. This community has been here for my family, time and time again, and now it's time got me to be here for them.

I look forward to hearing from you.

Thank you,

Sarah Smith

[REDACTED]

Heppner, OR 97836

[REDACTED]

[REDACTED]  
Irrigon, OR 97844  
[REDACTED]

Dear Commissioners:

I would like to submit my name for consideration to serve on the Morrow County Fair Board.

Having been born and raised in Morrow County; the fair holds fond memories of livestock and home economics 4-H projects; learning lessons and making friends.

I currently live in Irrigon and have worked for Beef Northwest Feeders since 2006. I am a member of the Riverside High School FFA Advisory Committee and a Committee Chair on the Morrow County FFA Alumni Dinner and Auction Committee. I have previously volunteered at livestock auctions; shows and judging competitions when I lived in Moses Lake, Washington.

My skill set; and previous and current volunteer activities make me a qualified candidate to serve on the fair board. I believe in preserving the history of the fair and showcasing the best of the county. I would be a positive addition to the board and am committed to making decisions that are in the best interest of the fair and the people it serves. The fair's mission fits my personal passions of agriculture; education and community.

I am proud to live and work in Morrow County; and would love the opportunity to share and promote the opportunities and experiences we offer.

Regards,



Shelby Krebs

Shelby Krebs

# Morrow County

## INVESTMENT POLICY

### Purpose

The purpose of the Investment Policy of Morrow County is to establish the parameters within which funds are to be invested by Morrow County. Morrow County is a County whose purpose is to continue to provide an ongoing stability of funding for necessary county government programs. This policy formalizes the framework, pursuant to ORS 294.135, for Morrow County's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

### Governing Authority

Morrow County's investment program shall be operated in conformance with the Oregon Revised Statutes and applicable Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

Maximum investment maturities under this policy are 60 months. As required, this investment policy has been submitted to the Oregon Short Term Board for comment prior to approval by the Morrow County Board of Commissioners.

### Scope

The provisions of this policy shall apply to all investible funds and the financial assets of all funds. Restricted and excluded funds include employees' retirement funds, deferred compensation plans, and others not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5,000,000.00 and \$25,000,000.00. Earned income shall be allocated to the contributing funds in accordance with generally accepted accounting principles. The goal for the County funds is to earn market yields from prudent investments, while minimizing risks and maintaining sufficient liquidity to meet cash demands.

### General Objectives

The County's principal investment objectives, in order of priority, are:

**1. Preservation of Invested Capital**

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

**2. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all reasonable anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.



### **3. Return**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

## **Standards of Care**

### **1. Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

### **2. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal investment transactions with the same individual with whom business is conducted on behalf of Morrow County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

### **3. Delegation of Authority and Responsibilities**

#### **i. Governing Body**

The County's Board of Commissioners will retain ultimate fiduciary responsibility for invested funds. The investment program shall be operated in conformance with the Oregon Revised Statutes and applicable Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035, 294.040, 294.052, 294.135, 294.145, and 294.810. All funds within this scope of this policy are subject to regulations established by the State of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

#### **ii. Delegation of Authority**

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Morrow County Treasurer, hereinafter referred to as Investment Officer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment

Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

**iii. Investment Committee**

There shall be an Investment Committee established. The committee will consist of Morrow County Commissioners, the Investment Officer, and the Budget Officer. The committee is to provide guidance to the Investment Officer and monitor investment policy compliance. The committee will meet every six months or more often if deemed necessary by all parties involved.

**Transaction Counterparties and Depositories**

**1. Broker/Dealers**

The Investment Officer shall determine which broker/ dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
  - A. Be registered with the Securities and Exchange Commission (SEC);
  - B. Be registered with the Financial Industry Regulatory Authority (FINRA).
  - C. Provide most recent audited financials.
  - D. Provide FINRA Focus Report filings.
- ii. Approved broker/dealer employees who execute transactions with Morrow County must meet the following minimum criteria:
  - A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
  - B. Be licensed by the State of Oregon;
  - C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.
- iii. The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that is more restrictive than stated in this policy. Additional requisites or due diligence items may include:
  - A. Positive references from a least three other local government clients.
  - B. As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
  - C. Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by a federal or state regulator.

- D. Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.
- iv. Periodic (at least annual) review of all authorized broker/dealers and their Respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:
- A. Pending investigations by securities regulators.
  - B. Significant changes in net capital.
  - C. Pending customer arbitration cases.
  - D. Regulatory enforcement actions.

Professional conduct, regulatory filing history, and registration status for any registered broker/dealer firm or for an individually registered representative can be researched at the FINRA website using the FINRA Broker Check service:

[www.finra.org/investors/ToolsCalculators/BrokerCheck/](http://www.finra.org/investors/ToolsCalculators/BrokerCheck/)

Additional information (including state-issued enforcement orders) on brokers and registered representatives licensed by the State of Oregon may also be obtained from the Oregon Department of Consumer and Business Services Division of Finance and Corporate Securities:

[www.cbs.state.or.us/external/dfcs/](http://www.cbs.state.or.us/external/dfcs/)

## **2. Depositories**

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

## **3. Competitive Transactions**

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least two separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.

## **Administration and Operations**

### **1. Delivery vs. Payment**

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in Morrow County's safekeeping institution prior to the release of funds.

### **2. Third-Party Safekeeping**

Securities will be held by an independent third-party safekeeping institution selected by Morrow County. All securities will be evidenced by safekeeping receipts in Morrow County name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

### **3. Internal Controls**

The Investment Officer and the Board of County Commissioners are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- i. Compliance with Investment Policy
  - ii. Control of collusion
  - iii. Custodial safekeeping
  - iv. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary
  - v. Clear delegation of authority to subordinate staff members
  - vi. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
  - vii. Staff training
  - viii. Review, maintenance and monitoring of security procedures, both manual and automated.
4. An external auditor shall provide an annual independent review to assure compliance with Oregon State law and Morrow County policies and procedures.

### **Suitable and Authorized Investments**

#### **1. Permitted Investments**

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810: *(Note: Permitted investments may be more restrictive than ORS 294.035 and 294.810)*

- US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.
- US Agency Obligations: Senior debenture obligations of US federal agencies and instrumentalities or U.S. government sponsored enterprises (GSE).
- Oregon Short Term Fund.
- Corporate Indebtedness
  - o (1) Commercial Paper issued under the authority of section 3(a) 2 or 3(a)3 of the Securities Act of 1933.
  - o (2) Corporate Bonds
- Repurchase Agreements
- Municipal Debt: Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions. Lawfully issued debt obligations of the States of California, Idaho, and Washington and the political subdivisions of those states.
- Bankers Acceptances

- Qualified Institution Time Deposits/Savings Accounts/Certificates of Deposit

A list of Investments allowed under ORS294-040 and 294.810 may be found on the Oregon State Treasury website at the following links:

[www.ost.state.or.us/Services/LocalGov/Summary.of.Liquid.Investments.asp](http://www.ost.state.or.us/Services/LocalGov/Summary.of.Liquid.Investments.asp)  
[www.ost.state.or.us/Services/Sample.Investment/link.V.I.asp](http://www.ost.state.or.us/Services/Sample.Investment/link.V.I.asp)

## **2. Approval of Permitted Investments**

If additional types of securities are considered for investment, per Oregon State statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by Morrow County.

## **3. Prohibited Investments**

### **i. Private Placement or "144A" Securities**

Private placement or "144A" securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

### **ii. US Agency Mortgage-backed Securities**

US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

### **iii. Securities Lending**

Morrow County shall not lend securities nor directly participate in a securities lending program.

## **4. Demand Deposits and Time Deposits**

- i. All demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.
- ii. Demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

## **5. Repurchase Agreements**

- i. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board.
- ii. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.
- iii. On March 12, 1996, the OSTF Board adopted the following margins:
  - A. US Treasury Securities: 102%
  - B. US Agency Discount and Coupon Securities: 102%
  - C. Mortgage Backed and Other\*: 103%\*Limited to those securities described in ORS 294.035(1)

## **Investment Parameters**

### **1. Credit Risk**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be

mitigated by the following guidelines:

**i. Diversification**

It is the policy of Morrow County to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, allowed security types and Investment exposure limitations are detailed in the table below.

**ii. Recognized Credit Ratings**

Investments must have a rating from at least two of the following nationally Recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.

**iii. Portfolio Average Credit Rating**

The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

**iv. Exposure Constraints and Minimum Investment Credit Ratings.**

The following table limits exposures among investments permitted by this policy.

Issue Type	Maximum %	Minimum Ratings Moody's/S&P/Fitch
US Treasury Obligations	100%	None
US Agency Securities Per Agency (Senior Obligations Only)	100% 33%	- -
Oregon Short Term Fund	Maximum allowed per ORS	-
Bankers' Acceptances	25% <sup>(1)</sup>	A1+/P1/F1+
Time Deposits/Savings Accounts/Certificates of Deposit <sup>(2)</sup>	50% 25%	-
Repurchase Agreements	5%	-
Corporate Debt (Total)	15% <sup>(3)</sup>	-
- Corporate Commercial Paper Per Issuer	15% <sup>(3)</sup>	A1/P1/F1
Corporate Bonds Per Issuer	10% <sup>(3)</sup> 2.5% <sup>(4)</sup>	Aa/AA/AA
Municipal Debt (Total)	10%	-
Municipal Commercial Paper Municipal Bonds	10% 10%	A1/P1/F 1

(1) 25% Maximum per ORS 294.035(D)

(2) As authorized by ORS 294.035(3)(d)

(3) 35% Maximum per ORS 294.035(D)

(4) 5% Maximum per ORS 294.035(D)

**v. Restriction on Issuers with Prior Default History**

Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

**vi. Determining a Security's Rating**

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

**2. Liquidity Risk**

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- i. The value of at least 25% of funds available for investing will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 90 days to provide sufficient liquidity for expected disbursements.
- ii. Funds in excess of liquidity requirements are allowed for investments maturing in greater than one year. However, longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 90 days	25% or six months Estimated Operating Expenditures
<u>Under 1 year</u>	50%
<u>Under 3 years</u>	100%

- iii. Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.
- iv. Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.
- v. Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.

Issue Type	Maximum % of Issuance*
US Agency Securities	50%
Corporate Debt (Total)	
Corporate Commercial	100%
Paper Corporate Bonds	25%
Municipal Bonds	25%

\*The paramount issued under a single CUSIP.

**3. Interest Rate Risk**

Longer-term investments have the potential to achieve higher returns but are also likely to



exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- A. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- B. To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.
- C. No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.
- D. The maximum percent of callable securities in the portfolio shall be 35%;
- E. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- F. The maximum portfolio average maturity (measured with stated final maturity) shall be 2.5 years.

#### **4. Investment of Proceeds from Debt Issuance**

- i. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.

#### **5. Investment of Reserve or Capital Improvement Funds**

- i. Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.
- ii. **Guideline Measurement and Adherence**
- iii. **Guideline Measurement**  
Guideline measurements will use **market** value of investments.

#### **iv. Guideline Compliance**

- A. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- B. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Board of County Commissioners.
- C. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio;

however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversifications maintained.

## **6. Reporting and Disclosure**

### **i. Compliance**

The Investment Officer shall prepare a report at least **quarterly** that allows the Board of Morrow County Commissioners to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- A. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- B. Average maturity of the portfolio at period-end.
- C. Maturity distribution of the portfolio at period-end.
- D. Average portfolio credit quality of the portfolio at period-end.
- E. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio.
- F. Distribution by type of investments.
- G. Transactions since last report.
- H. Distribution of transactions among financial counterparties such as broker/dealers.
- I. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

### **ii. Performance Standards/Evaluation**

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three years). When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

### **iii. Marking to Market**

The market value of the portfolio shall be calculated at least **quarterly and** a statement of the market value of the portfolio shall be issued at least quarterly.

### **iv. Audits**

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

## **7. Policy Maintenance and Considerations**

### **i. Review**

The investment policy shall be reviewed at least annually to ensure its consistency with the

overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

**ii. Exemptions**

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

**8. Policy Adoption and Amendments**

This investment policy and any modifications to this policy must be formally approved in writing by the Board of County Commissioners of Morrow County.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

- i. This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the Board of County Commissioners, the maximum maturity date matches the anticipated use of funds (ORS 294.135(1)(b) and 294.135(3)).

And either:

- A. This policy has never been submitted to the OSTF Board for comment; or
- B. Material changes have been made since the last review by the OSTF Board.

Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Board of County Commissioners for approval.

This policy and any amendments to this policy are to be reviewed annually by the Morrow County Board of Commissioners.

Maximum investment maturity under this policy exceeds 18 months. As required, this investment policy has been submitted to the Oregon Short Term Fund Board for comment prior to its approval by the Morrow County Board of Commissioners and complies with the requirements of ORS 294.135.

This investment policy adopted \_\_\_\_\_ day of

\_\_\_\_\_ 2019.

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**Jim Doherty, Chair**

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**Melissa Lindsay, Vice Chair**

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**Don Russell, Commissioner**



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

(For BOC Use) Item # <b>5c</b>
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Please complete for each agenda item submitted for consideration by the Board of Commissioners  
 (See notations at bottom of form)

Staff Contact: Darrell Green  
 Department: Administration  
 Short Title of Agenda Item:

Phone Number (Ext):  
 Requested Agenda Date: 10/30/2019

**Community Development Director Job Description**

<b>This Item Involves:</b> (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>20 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

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

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
Darrell J Green	10/28/2019	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

I began the process of creating a new position, Community Development Director, with our Human Resource Director Karmen Carlson on October 1st, 2019. We obtained similar job descriptions from six Oregon Counties to assist us in the process of creating a job description for Morrow County. The position would supervise departments and programs related to economic development in Morrow County, such as but not limited to the Planning Department, Public Transportation (The Loop), Code Enforcement, and the Morrow County Fair office. Other responsibilities may include assisting local governments and entities with capital projects, grant writing and resources.

This position will provide efficiencies and resources to these growing departments and programs to better meet the service demands of Morrow County.

JOBMeas calculates this position to be placed at 24 on the Managers and Supervisors pay scales.

If approved, we anticipate advertising for this position on November 4, 2019

## **2. FISCAL IMPACT:**

An estimated \$147,481, which includes salary, benefits, material and services and capital expenses.

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

Motion to approve the job description and salary scale.

Attach additional background documentation as needed.

## JOB DESCRIPTION

**Date Prepared:** October 2019

**Position Title:** Community Development Director

**Department:** Community Development

**Supervisor:** County Administrator

**Position Overview:** The Community Development Director, under the limited supervision of the County Administrator, provides direct supervision for the Economic Development programs throughout the County including the Planning Department, Public Transportation (The Loop), Code Enforcement, and the Morrow County Fair. This person will be responsible for special projects management that may include significant capital projects, detailed and in-depth return on investment analysis for projects, programs, or initiatives. Additionally, this position may work on an organizational basis in grant writing, or other intermittent duties such as website administrator. This position performs a variety of complex, technical and strategic functions including input for business and strategic planning, setting goals for individuals and department managers, as well as collaborating with colleagues to implement policies and develop improvements.

### **Qualifications:**

1. Education – bachelor’s degree required, preferably in Business or Public Administration, Planning, Project Management or related field. A master’s degree is preferred.
2. Experience – four years of increasingly responsible experience at a level of Department Director or equivalent. Municipal government experience preferred.
3. Experience in the administration of major programs or projects.
4. Strong commitment to ongoing professional development.
5. A minimum of (5) years of planning-related experience.
6. An equivalent combination of education and experience may be considered.
7. Leadership skills that develop and retain highly competent, public service oriented staff through selection, training, and day-to-day management practices, such as inspire and motivate others to perform well, effectively influence actions and opinions of others, accept feedback from others and give appropriate recognition to others.
8. Team Leadership skills that foster team cooperation, define team roles and responsibilities, support group problem solving, ensure progress toward goals, and acknowledge team accomplishments.
9. Work with partner agencies to develop relationships, joint projects and establish lines of communication.
10. Ability to function effectively in a diverse and fast paced work environment with challenging and often competing deadlines.

## **JOB DESCRIPTION**

11. Ability to learn, apply and develop procedures, systems, and processes of the Community Development Department.
12. Strong analytical and critical thinking skills, the ability to analyze a variety of problems, to make recommendations as to their solutions and to prepare working procedures.
13. A solid understanding of business functions such as government processes, human relations, budgets, problem-solving and analytical skills.
14. Ability to learn the functions of other County departments.
15. Ability to learn and apply a variety of codes, rules, and regulations for required reports to different agencies.
16. Ability to effectively communicate with strong writing, presentation and listening skills that promote understanding and clarity in a respectful manner.
17. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the salary range.

### **Job Duty Outline:**

- A. Oversight of departmental functions, including a plan for the work to be done, assigning or executing the work and reviewing all the work completed.
- B. Contract oversight for the building permit program and the environmental health contract.
- C. Stay apprised of changes in laws affecting the responsibilities of the Community Development Department. Includes a great deal of reading in areas of Oregon Administrative Rules, Oregon Revised Statutes, requirements for both the State Department and Commission of Land Conservation and Development, and Oregon Department of Transportation.
- D. Theory, principles, practices and techniques of community development planning, code enforcement, economic development and related community development services; applicable federal, state and local laws, codes and regulations governing the administration of planning and community development; Oregon laws and regulations of community housing; principles and practices, budgeting, purchasing and the maintenance of public records and other laws and regulations governing the conduct of public meetings; the County's personnel rules and policies, and of management and supervision.
- E. Plan, direct and integrate broad, comprehensive planning and community development programs and services; analyze complex planning and community development issues and problems, evaluate alternative solutions and develop sound conclusions, recommendations and courses of action; present proposals and recommendations clearly and logically in public meetings; understand, interpret, explain and apply local, state and federal laws and regulations governing land use planning and community development; evaluate management practices and adopt effective courses of action; develop clear, concise and comprehensive technical reports, correspondence and other written materials; exercise sound, expert independent judgment within general policy guidelines; establish and maintain effective working relationships with the County Board of Commissioners, Planning Commission, State Building Codes, other commissions and boards, officials, staff, private and community organizations, developers and others encountered in the course of the work.



## JOB DESCRIPTION

**Working Environment:** The work environment characteristics described here are representative of those a Director encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

### **Essential Job Functions:**

#### **Physical:**

Ability to work at a computer screen for long periods of time, ability to sit, stand, read and have moderate, rapid finger, hand and arm movement for extended periods of time. The ability to walk on uneven surfaces and/or drive on rough terrain.

#### **Mental:**

This position is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under challenging, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

# FTE Ask Executive Summary

# Morrow County Oregon

A. **Position Description & Dept.** Community Development Director  
 (Attach Job Description) X

Pay Scale and Pay Range 24 \$6861-\$7204

B. **What is the TOTAL cost to Morrow County?**

**CHART OF ANNUAL EXPENSES PER FTE**

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS &amp; SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<b><u>CURRENT COST</u></b>	0	0	0	0	0
<b><u>PROJECTED COST</u></b>	\$82,332	\$42,149	\$15,000	\$8,000	\$147,481
<b><u>DIFFERENCE</u></b>					

c. **FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)**

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	0	0	0

**Personnel Services History for the last three (3) years.  
 (Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)**

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	0	0	0

**D. How will this position be funded? Grants   X   Fees        General Fund   X   Other   X    
If other, Please explain:**

Long term there could be other funds or grants that may support this position.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Where will the position be located physically? Is there space for them?**

The office currently occupied by the Human Resource Director, who will be relocating to their new office after the remodel of the Lower Level of the Bartholomew Building and an office in the new Morrow County Government Center in Irrigon  
\_\_\_\_\_

**F. Quantify what has occurred in your department to request an FTE?**

Multiple capital projects, such as the North County Government Center, Sand Shed, North Public Works building, Renovating the Courthouse and relocating Station #2 in the county along with the future growth of The LOOP and Fair. This position would also assume responsibilities currently held in the Public Works and Planning Department, allocating more resources to serve the growing needs in those departments. The need for a global approach to community and economic development.  
\_\_\_\_\_

**G. What is the benefit to Morrow County? And the citizens of Morrow County?**

A more efficient and economical use of resources to optimize the services provided, by this newly organized department to the public and partners in Morrow County.  
\_\_\_\_\_



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

(For BOC Use)
Item #
6a

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

Presenter at BOC: Bobbi Childers
Department: Clerk
Short Title of Agenda Item: Quarterly Report
(No acronyms please)

Phone Number (Ext): 5601
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)
List of items with checkboxes: Order or Resolution, Ordinance/Public Hearing, 1st Reading, 2nd Reading, Public Comment Anticipated, Estimated Time, Document Recording Required, Contract/Agreement, Appointments, Update on Project/Committee, Consent Agenda Eligible, Discussion & Action, Estimated Time: 5 minutes, Purchase Pre-Authorization, Other Quarterly Report.

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:

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

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):**

Just my quarterly report

**2. FISCAL IMPACT:**

None:

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

Enjoy reading it...

Attach additional background documentation as needed.



PO Box 338 - Heppner, Oregon 97836  
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**County Clerk**  
Bobbi A. Childers Ext. 5601

October 4, 2019

RE: Morrow County Clerk Quarterly Report

Morrow County Commissioners,

What's New or going on in the Clerk's Office? I gave a report to the BOC in July and since then I've had lots of happenings within the office. I created a tri-fold handout for fair as requested by the County Administrator. I wondered if those were something that we could or maybe should have on our counters in our offices year-round.

We had our Triennial Review on August 7, 2019. This is a function that most Clerk's in Oregon do not do, however Morrow County Clerk is the designated Death Registrar for Morrow County, and both of my staff are Deputy Registrar's we operate under Oregon State Vital Records Department. We have an electronic program named DAVE that we use to issue death certificates and check on vital record events. Theresa and I did this interview, Kandy was gone that day. We had short notice on the review, we didn't get notice until the day prior. They found no issues with our department, we registered 62 deaths in Morrow County in 2018 and for 2019 we're up to 42. I have attached the Vital Records summary report, for you to look at.

I had my Clerks' Conference in La Grande the 19<sup>th</sup> of August through the 22<sup>nd</sup>. I had both staff travel on Monday, they had election training that I wanted all of us to attend. Greg Sweek filled in at the office for us, we've been training him on the basics in case there's a need for all of us to be out of the office or to just help when we're busy.

While at the conference we had a cyber security table-top exercise, given by the Department of Homeland Security. I paid the fees and had Jordan Standley and Dustin Breshears the county IT come, too. The information was good and it gave all of us ideas on what to look for, while on the net and security in general. I had the Homeland review in my office prior to the table top.

The conference was well attended and had great take away information. I was sworn in as the Vice President of the Oregon Association of County Clerks (OACC) for the upcoming year. I am currently the Treasurer. I will hand over the OACC books to the incoming treasurer, at the AOC meeting in Eugene. The Current board are from the following counties; Outgoing, President Union County; Current board, President Marion County; Vice President Morrow County; Treasurer Umatilla County and Secretary Multnomah County. I will be holding the OACC Clerk's Conference in August of 2021, I will be OACC President that year. I have been reaching out to our county partners in the Boardman area, as I plan on holding my conference there.

On September 7, 2019 the employees of Morrow County worked on a fund raiser for Cindy Greenup, a former employee that had to quit work due to medical issues. The event was a huge success due entirely to the hard work of Morrow County employees and members in our surrounding communities.

The Courthouse ballot box got moved up from where it was, it's now under the lights, it's at a better angle. The box being set at the corner caused the back swing on pickups to hit the box. and not the people won't have to get out of their vehicles. I've ordered a new lock and keys that will be used on the old box that was hit, it was repaired and repainted.

On September 25<sup>th</sup> I went to a Board of Property Tax Appeals (BOPTA) training. The training takes place yearly for the County Clerk, as the Clerk of BOPTA. The last day to appeal property values this year is December 31, 2019. Property appeals will begin after the first Monday in February, so those will be after the 3<sup>rd</sup> of February. Our board has been appointed this year and the IGA sent to Gilliam County for use of their Assessor for Morrow County Appeals or our Assessor, for Gilliam County Appeals. I have not asked to use their Assessor for appraisals or them our Assessor, but it's a good idea to have the agreement set in case we ever need it.

We've received all the required budgets except for Irrigon Cemetery Maintenance District and Oregon Trail Library District. I had 7 districts that I had to ask for the budget documents and these are the last two, I'm waiting on. By statute all taxing district file their budgets by September 30 with the County Clerk. I keep all special district budgets for 2 years, except Morrow County's budget, it's kept permanently in the Clerks' Records.

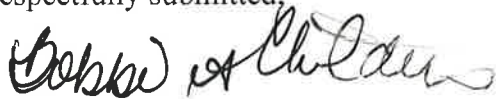
On October 1, 2019 my office ran a Recall Election, for one of the Town of Lexington's Councilman's, positions. The Recall was on Wilbur (Bill) Beard and was unsuccessful. I had another Recall election that took place on October 22<sup>nd</sup> on the Mayor. The Mayor resigned the position, but under the Oregon Constitution I had to run the Election, as a justification was filed and not a resignation at the time of the petitioning. The Mayor recall was successful and that position has been vacated.

On October 9, 2019 I created the Assessor and Treasurer Certification, authorizing the Assessor-Tax Collector to collect the taxes charged for 2019-2020. This is something that the clerk has to do prior to tax statements being sent.

The first day to file for the May 19, 2020 Primary Election was September 12, 2019 with the last day being March 10, 2020. We've had our current Sheriff, Treasurer and Clerk file, along with Mark Pratt who's filed for Sheriff.

The positions that are up are Clerk, Sheriff, Treasurer and Commissioner, Position 1. If the incumbent seeks reelection and is defeated, they shall hold office only until the end of their term; these current positions run until the first Monday in January, from the Primary and General Elections. If the clerk, Sheriff and Treasurer have more than 3 file, they will be on the Primary Ballot, and the top 2 vote getters will move on to the November General Election, unless one receives 50% +1 then they alone would move to the General Election. Those 3 offices clerk, sheriff and Treasurer are constitutional and must be elected at the general election, and if we have a Vacancy it too must be elected the first time at the General.

Respectfully submitted,



Bobbi Childers

## Triennial Review Report – Program Summary

LPHA: Morrow County Review date: 08/07/2019  
Program reviewed: Vital Records  
OHA section or office: Center for Health Statistics  
Reviewer name: Judy A. Shioishi, MPA  
Reviewer title/position: Vital Records Field Liaison

### Program summary

Morrow County was the registered place of death for 62 individuals in 2018 and has no birthing facilities within the county. The Morrow County Clerk's Office/Office of Vital Records serves their community by offering a local office where certified copies of death records are available to order by authorized individuals for the first six months after the death. Orders placed in this office are typically completed within one day.

This review is for the period of June 26, 2018 through August 07, 2019.

### Program strengths:

The Morrow County Office of Vital Records consistently provides excellent customer service to their customers and partners throughout the community.

The county registrar, Bobbi Childers works diligently to ensure all areas of the vital records office run smoothly and securely. The Office of Vital Records provides a positive linkage between the community and the state vital records office.

Records and reports are handled with careful attention to maintaining security and confidentiality. Each of the local partners and state staff that I spoke with reported excellent relationships with this office. Area funeral directors respect and appreciate the responsiveness and dedication of the staff.

There are no issues for follow up with the county.







**Morrow County Health Dept.  
Quarterly Update  
10/30/19**

**Communicable Disease Update**

77 CD Cases to date (Sept)

- 3- E.coli, Salmonella-2, Cryptosporidium-4, Campy-6

Blue Green Algae Advisory in place 10/11/2019 and was lifted at Willow Creek 10/25/2019  
Providers given educational material for the mandatory 1 day reporting timeframe for any  
vape related illness or death, to the local Health Department or OHA.

**Public Health Emergency Preparedness (PHEP) Update**

Emergency preparedness funds in collaboration with Wildhorse Grant utilized to purchase a generator that will provide emergency back-up power to protect vaccine inventory in addition to back up Emergency response capability for the Boardman office. Anticipated installation completion by the end of next week. Community Preparedness

**Public Health Modernization**

Modernization funding for the current Biennium included the continuation of support for the Eastern Oregon Modernization Collaborative (EOMC) representing 14 Counties (12 EOCCO Counties, plus Wasco and Hood River), in addition to funding at the local level.

Modernization funding at the regional level will continue to support Communicable Disease work, including prevention, response and training activities in addition to Health Equity and Diversity work. Monthly Steering committee meetings provide an opportunity for EOMC staff to share current activities and plans in addition to offers of specific supports to partnering counties.

PE 51 OHA Modernization funding received by Morrow County will largely be utilized to support planning and training around Health Equity and Diversity. EOMC staff continue to work with Morrow County staff to create a Health Equity and Diversity Plan based on the BARHII assessment and this activity is also included in the Morrow County PE 51 Biennial Work Plan.

VMSG Data dashboard has been provided through EOMC and I have sent several of the Morrow County Program Element Annual plans for inclusion in the database. Onsite training to be scheduled within the next 4 – 6 weeks.

**EOCCO Update**

The EOCCO Counties have been working collaboratively regarding utilization of EOCCO Grant funds specifically identified to support Public Health. Due to significant changes in revenue within GOBHI, Public Health grant dollars available have been reduced from \$500,000 to \$250,000.

Coordinated Care Organizations per CCO 2.0 have very similar requirements to Public Health Modernization regarding Health Equity and Diversity. Public Health Directors expressed interest in working across the Eastern Region in coordination with the EOCCO. PH Directors also expressed a desire to communicate with EOCCO partners on a regular

basis and both Sean Jessup and Kevin Campbell agreed to meet monthly, coordinating with EOMC Steering Committee regularly scheduled calls.

CCO 2.0 also includes Health Information Exchange (HIE) and Health Information Technology (HIT) requirements so we are in hopes the EOCCO PH grant funds can still be utilized to leverage local funding to acquire a more functional Electronic Health Record (EHR) system. We have been exploring a few different EHRs, and realizing even the same EHR system requires an exchange platform to share information with other entities using the same EHR. Patagonia is one of the EHRs reviewed which was specifically created for Public Health. Two other Oregon counties (COOS and Klamath) are currently using Patagonia and very pleased with this EHR. We received a base quote of \$45,510 (which did not include a few other desired options) and a monthly fee of \$1,330. Two key features include electronic billing and coordination with the Oregon Immunization registry which would greatly reduce data entry duplication.

Each CCO is required to hold Community meetings to reach out to the public to provide a report of health transformation progress and activities to date, and invite Public participation and comments. The Morrow County Public meeting is scheduled for Thursday Nov 7<sup>th</sup>, 5:30 PM at the SAGE Center with Dinner and Childcare provided.

#### **Immunization**

- Flu Clinics – 1250 doses of locally purchased vaccine in addition to State provided supply for children and uninsured adults.
- Received approx 450 doses of local supply and almost 400 doses administered.
- Off site Influenza vaccination clinics continue across the county
- CARE Team has clinics scheduled throughout the schools before Thanksgiving

#### **Tobacco Education Prevention Program (TPEP)**

The Staff position which previously provided TPEP Coordination continues to be Vacant. TPEP activities are currently limited to Response activities only. TPEP Coordination is currently being provided per Shelley Wight (in addition to CD, Emerg Prep and PH Mod duties). As a part of the TPEP activities she has also joined the County Wellness Committee. The Flavor Vape ban is currently on “hold” pending further notice from Oregon Health Authority (OHA).

#### **Triennial Review Report**

Have not yet received communication regarding scheduling an onsite visit with OHA staff to share the final Triennial Review Report, but would like to schedule on a Weds afternoon when commissioners are more likely to be available to attend.

#### **Staffing Levels**

Current Vacancies (2)

- RN – CARE/Health Educator – Very limited response; believed to be largely wage related
- Part-Time Translator – Recent successful Interview and in process of completing Reference checks.

# RS EXCHANGE

## REGIONAL SOLUTIONS

### Weekly Report

October 23, 2019

Below are some highlights from the Governor's Regional Solutions (RS) Coordinators, on behalf of the eleven interagency teams across Oregon.

#### Mid-Valley Region – Jody Christensen

- **Oregon Connections: Innovations in Broadband Systems:** RS attended the 24<sup>th</sup> Annual Oregon Telecommunications Conference in Ashland. The event focused on innovation in planning smart cities and how to leverage public/private partnerships. There were several US Department of Agriculture (USDA) and Federal data and technical assistance (TA) resources shared, which will be useful in building business cases for rural broadband investment.
  - Mid-Valley (MV) broadband champion, Don Patten was awarded the Edwin B. Parker Enduring Achievement Award. Don has been at the helm for six years of MINET, the City of Independence and City of Monmouth's municipally- owned telecommunications network, which recently expanded to the City of Dallas under Willamette Valley Fiber. The award recognizes "individuals whose contributions in telecommunications have been rendered with the greatest civility, who serve as a role model and mentor to many, and who have provided a lasting legacy influencing for years to come the course and future of telecommunications in Oregon." Congratulations to Don Patten, MINET, and Willamette Valley Fiber Network.
- **Department of Land Conservation and Development (DLCD) TA Grant Mid-Valley Applications:** The MV RS Team members provided an inter-agency review on 10 TA grant applications. The statewide requests totaled approximately \$2.3 million, with approximately \$600,000 available. DLCD's review process should be completed by the end of November 2019.
- **Ash Creek Development:** This 14-acre commercial development in the City of Monmouth includes retail, a daycare, and medical services. The developer reached out to RS asking for help to facilitate the process, which included several in-person discussions and follow-up meetings.
  - RS received word that the Joint Permit Application (JPA) process has been completed with the US Corp of Army Engineers (USACE) issuing the final permit.

#### Upcoming Scheduled Regional Solutions Advisory Committee Meeting

- **MV RSAC:** Thursday, December 5<sup>th</sup>, 2019, 9:00 AM – 11:30 AM; Location – TBD

#### South Valley/Mid Coast Region – Sarah Means

- **Lincoln City Outreach Meeting:** Thanks to the city staff at Lincoln City for hosting the South Valley/Mid Coast (SVMC) RS Team last week. The Team met with several staff members on topics

ranging from Wayside development, urban renewal, National Pollutant Discharge Elimination System (NPDES) regulations, and signage along Highway 101. There are a number of items the Team will follow up on in the coming weeks. One project in particular to note is the D River Wayside project. Currently, this wayside is owned and managed by Oregon Parks and Recreation Department (OPRD). The City is currently working with OPRD to transfer jurisdiction of the wayside. Once the transfer takes place, the City plans to modernize the site with a visitor's center with restrooms, a plaza with a stage for signature events, and provide space for family festival opportunities. RS will be assisting not only with the short term needs related to the transfer of the facility, but also with the longer term vision creating this space into the City's "Front Yard." This work might also ignite a broader conversation around developing a template for cities and OPRD to use when presented similar opportunities in the future.

- **Benton County Commissioners Outreach:** The SVMC RS Team also met with the Benton County Commissioners in a work session earlier this week to discuss upcoming opportunities and projects to partner on. Of note, the Commissioners requested the Team be involved with water infrastructure work, the newly formed South Corvallis Urban Renewal District, the Corvallis/Albany multi-use path, and broadband development. Thanks to the Commissioners for their time and willingness to partner with SVMC Regional Solutions.

#### Upcoming Scheduled Regional Solutions Advisory Committee Meeting

- **SVMC RSAC:** Wednesday, December 18<sup>th</sup>, 2019, 2pm-4pm; Location – TBD

#### Southern & South Coast Regions – Alex Campbell

- **Oregon State University (OSU) & University of Oregon (UO) Mass Timber Investments:** Business Oregon and RS staff attended the public opening of the new Emerson Advanced Wood Products Laboratory in Corvallis, Oregon. The fabrication bay in the lab is fully equipped with industry-grade equipment, including advanced Cross Laminated Timber press, Computerized Numerical Control (CNC) tooling, robotic equipment, and precision molder. At the event UO and OSU announced two new programs: a collaborative master's degree program in mass timber design and a new certificate in mass timber manufacturing and construction. Peavey Hall, with its multiple mass timber components is on schedule for completion in 2020. OSU recently opened a new fire materials testing lab and UO announced the establishment of a new acoustic testing lab.

#### Upcoming Scheduled Regional Solutions Advisory Committee Meeting

- **Southern RSAC:** November 8<sup>th</sup>, 2019; Time/Location – TBD

#### Metro Region – Raihana Ansary

- **Vance Properties:** *Background* – A Multnomah County property located in the NW corner of Gresham on the Portland border and near the Rockwood Town Center, which is one of the state's most diverse areas, where nearly 70 different languages are spoken in the home. The total plan area is about 90 acres and includes Vance Park, Vance Pit and John B Yeon Facility sites. Roughly 72 acres are zoned industrial with the remaining 18 acres zoned transit/low density/residential. There is a legacy of historic landfill activities, and there are slope stabilization and stormwater treatment needs. Multnomah County would like to redevelop the area for county services, such as a potential animal services shelter, emergency command center, or flagship library branch for outer east county. The County is also interested in exploring other potential uses such as housing or employment in the area.
  - *Update* – Multnomah County leadership and project staff gave the entire Metro RS Team a tour of the site. Through Metro RS, the project received funds from Business Oregon's Brownfield TA program (thank you, Karen Homolac), and the Department of State Lands

(DSL) completed a Wetland Delineation study, which found there are no wetlands on site. Other potential funding sources for the project may include Department of Environmental Quality (DEQ) orphan funds for further investigation of contaminants on site. Metro RS will follow-up with information on orphan funds and our toolkit of resources and information about other types of TA that we may be able to provide. Metro RS will continue to work with Multnomah County and their consultant team, Cascadia Partners, to inform the master planning process.

- **DLCD TA Grant Applications:** The entire Metro RS Team reviewed the 10 (47 total statewide) TA grant applications that DLCD received for the Metro region, and provided input including on what other funding sources may be available or are already committed to grant applicants.

## North Central Region – Nate Stice

- **Dog River Pipeline:** The Team continues to work with City of The Dalles on a project to replace an over 100 year-old pipeline that serves as the City's main source of drinking water. The pipeline was constructed in the early 20<sup>th</sup> century and consists of milled pieces of fir that were assembled in a circular shape and wrapped with heavy-gauge galvanized wire and coated with tar. Over the past 100 years, this pipe has deteriorated, is leaking from tree damage and exhibiting corrosion. The City's project to replace the pipeline started over a decade ago as with the adjustment of rate structures to prepare for the project. On the funding side, the City started the funding process with Business Oregon in 2016 and received a \$1 million grant from Oregon Water Resource Department (OWRD) for the project in early 2019. The City continues to work through a US Forest Service (USFS) Environmental Assessment.
  - *Update* – This week members of the Team met with the City to discuss progress on the USFS Environmental Assessment, confirm funding, and discuss next steps on the regulatory front. Given the importance of this project and timing around funding sources, the Team plans to assist the City through the remaining state and federal permitting processing, hopefully taking advantage of the Kaizen process, which can be [found here](#).

## Central Region – Annette Liebe

- **Bend Venture Conference:** RS attended pitch sessions for social impact, early and growth stage companies. Great to see so much innovation. RS is working on a follow up ideas with Adam Krynicki at the OSU Cascades co-lab to assess opportunities for innovation in the childcare space.
- **RS Teams review of DLCD Grant Applications:** Central and South Central Teams reviewed the TA grant applications for their regions and provided input related to the scope of work's (SOW) contribution to addressing priorities and ongoing projects. Many thanks to Scott Edelman at DLCD for organizing these discussions
- **Deschutes Habitat Conservation Plan (HCP) Coordination:** The Oregon Department of Agriculture (ODA), DEQ, the Oregon Department of Fish and Wildlife (ODFW), and OWRD met to discuss their initial review of the Draft HCP and accompanying Draft EIS. Coordination, especially on the water quality related issues, is critical, as is identifying actions that can best address agency concerns. The group will meet again in a couple of weeks; the comment deadline is Monday, November 18<sup>th</sup>, 2019.

### Upcoming Scheduled Regional Solutions Advisory Committee Meeting

- **Central:** Thursday, December 5<sup>th</sup>, 9:00 AM – Noon; Location TBD

## South Central Region – Annette Liebe

- **Red Rock:** The RS Team met with the Town of Lakeview and Red Rock consultants to review data needs and water quality permitting related to the company's plans to reuse water from the Town's wastewater treatment plant for cooling at the Red Rock facility.

### Upcoming Scheduled Regional Solutions Advisory Committee Meeting

- **South Central:** Wednesday, October 30<sup>th</sup>, 10:00 AM – Noon; Location – Klamath Community College, Klamath Falls, Oregon

### Greater Eastern & Northeast Regions – **Courtney Warner Crowell**

- **Umatilla Basin Water Projects:** Background – This project comes from the efforts to take water from the main stem of the Columbia River for irrigation purposes in the Umatilla Basin. The Basin was granted funding from the legislature in 2015 and could take up to 180 cubic feet per second (CFS) from the Columbia River, but only if it is mitigated bucket for bucket. RS has been working with the Northeast Oregon Water Association (NOWA) and OWRD to get these projects up and running. The piping projects are being constructed now, but they still need to finalize the mitigation efforts. OWRD and NOWA have been working over the past few months to try and come up with an innovative mitigation plan by working with the State of Washington to use their Washington Water Trust as mitigation.
  - Update – RS participated in a meeting with Tom Byler and Mike Ladd from OWRD and NOWA members to get more information on the Washington Water Trust program. It was a great opportunity to learn more and we are much closer to finalizing the temporary mitigation for these projects.
- **Lower Umatilla Basin Groundwater Management Area (LUBGWMA):** RS attended the LUBGWMA committee meeting and heard a presentation from the US Geological Survey (USGS) on a groundwater watershed study that could be completed on the Umatilla Basin. This study could help identify where water flows underground, and where and how nitrates flow through the groundwater. This study, which would take approximately six years, would help us better understand how the aquifers work and help us figure out solutions to addressing the nitrate problems in the groundwater. The LUBGWMA committee is potentially interested in this study, but also feels like there is already a lot of research on this basin and there is a need to both bring all the research together that is already out there and bring together the various agencies that are involved (the DEQ, the ODA, and the Oregon Health Authority (OHA)). The ODA had a request to the legislature to fund a facilitator for this work, but it was not successful; so the committee is looking for additional resources to do this work. The water quality and quantity situations in this basin are closely linked and crucial to the future for both municipal, industrial and agricultural water in this region.