

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, December 18, 2019 at 9:00 a.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable, Dec. 19th; Three Payroll Payables, Nov. 26th, \$193,950.40, Dec 4th, \$186,516.65 & \$3,250
 - b. Purchase of Real Property Agreement, Stiffler, LLC
 - c. 2020 Holiday Schedule
 - d. Reappointment Members to the Wolf Depredation Advisory Committee
 - e. Reappoint Members to the Transportation Advisory Committees
 - f. Permit Applications #OPB & #OPC from CenturyLink - Telephone Lines at Tower Road & Kunze Lane
 - g. Amendment 1, 2019-2021 Oregon Health Authority Intergovernmental Agreement (IGA) #159175 for the Financing of Mental Health, Addiction Treatment & Recovery, and Problem Gambling Services
- 5. Business Items**
 - a. 2019-2021 Oregon Department of Education, Youth Development Division IGA #12392, Juvenile Crime Prevention Funds, \$60,000 (Christy Kenny, Juvenile Director; Kriss Dammeyer, Made to Thrive, Founder/Executive Director)
 - b. Request to Purchase Patagonia Electronic Health Records (Sheree Smith, Public Health Department Director)
 - c. Vehicle Purchase Authorization (Undersheriff John Bowles)
 - d. Request to Appoint Alternate to Airport Advisory Committee (Matt Scrivner, Public Works Director)
 - e. Request to Accept Airport Advisory Committee Bylaws and Appoint Members; Resolution #R-2019-26 Adopt Airport Advisory Committee Bylaws (Matt Scrivner)
 - f. Solid Waste Advisory Committee Appointments (Matt Scrivner)
 - g. Review Questionnaire – Office Fixed Assets & Office Machine Usage (Darrell Green, Administrator)
 - h. Order #OR-2019-16 Adopting a Fee Schedule
 - i. Appoint Morrow County Representatives to the Columbia River Enterprise Zone II Board
 - j. 2020 Commissioner Assignments to Committees & Boards
- 6. Department Reports – None Scheduled**
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 10. Sign documents**

11. Adjournment

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

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

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



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

(For BOC Use)
Item #
4b

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 12/18/2019

Purchase of Real Property, Stiffler LLC

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 12/16/2019 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.

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

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

Attached is a Purchase of Real Property Agreement between Morrow County and Stiffler LLC. Morrow County is acquiring this property to expand the right of way in order to provide a sweeping right hand turn off of Wilson Rd onto Olson Rd.

In addition to the purchase price of \$55.80, the County will relocate any existing fencing and install a 10 inch utility sleeve when improvements are made to Wilson and Olson Rd as part of the planned project.

Also attached is the legal description of the property and a sketch of the proposed right of way.

2. FISCAL IMPACT:

Cost is reimbursable per the Road Use Agreement.

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

Motion to approve and sign the Purchase of Real Property Agreement

Attach additional background documentation as needed.

1
2 **PURCHASE OF REAL PROPERTY AGREEMENT**

CFc
St. S. Flere LLC

3
4 **THIS AGREEMENT** is made on the 31 day of Oct, 2019 by and between ~~Craig~~
5 ~~Coleman~~ (Seller), and Morrow County, a political subdivision of the State of Oregon (Buyer).
6

7 **WHEREAS**, Seller is the owner of the certain property identified as 0.01 acres (535.4 sf) of
8 property on Tax Lot 4N25E15-500, Morrow County, Oregon and desires to sell said property to
9 Buyer; and
10

11 **WHEREAS**, Buyer agrees to buy the property identified as 0.01 acres (535.4 sf) of property on
12 Tax Lot 4N25E15-500, Morrow County, Oregon;
13

14 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

15
16 1. The Seller agrees to sell and the Buyer agrees to buy the property identified as 0.01 acres
17 (535.4 sf) of property on Tax Lot 4N25E15-500, Morrow County, Oregon, and more
18 particularly described in Attachment 1, consisting of the land, other improvements, and
19 fixtures on the land; and all of the Seller's rights relating to the land.
20

21 a. **THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY**
22 **DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE**
23 **LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR**
24 **ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE**
25 **TO THE PROPERTY SHOULD CHECK WITH THE APPLICABLE CITY OR**
26 **COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.**
27

28 2. **PURCHASE PRICE.** The terms upon which this offer is made are as follows:
29 a. Purchase Price: \$55.80. Fifty-Five Dollars and Eighty Cents to be paid in case
30 or equivalent good funds at closing.
31

32 3. **CLOSING, EXPIRATION, AND POSSESSION DATE:** _____. This
33 is the date that the sale will be closed, or this Agreement will expire on this date at 11:59
34 PM. If this is not a business day, this date will be extended to the next business day.
35 Any other change in this date must be agreed to in writing by all parties. Possession of
36 the entire property will be given to the Buyer at the time of closing, unless a different
37 time of possession is agreed to in a separate Occupancy Agreement.
38

39 4. **CLOSING COSTS.** Unless otherwise state in Special Stipulations or Addenda, closing
40 costs are to be paid as follows:

- 41 a. Seller: must pay all Seller's existing loans, liens and related costs affecting the
42 sale of the property, Seller's settlement fees, real estate commissions, and the
43 balance on any leased items that remain with the property. Any existing rental or
44 lease deposits must be transferred to Buyer at closing.
45 b. Buyer: must pay any transfer taxes, deed recording fees, and association transfer
46 fees.

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- 5. **PRORATIONS, TAXES AND ASSESSMENTS.** The current year's property taxes, any existing tenant leases or rents, association or maintenance fees will be prorated as of the date of closing. Taxes for prior years and any special assessments approved before date of closing must be paid by Seller at or before closing. If applicable, roll back taxes or any tax or assessment that cannot be determined by closing date should be addressed in Special Stipulation or Addenda and will survive the closing.

- 6. **SPECIAL STIPULATIONS:** The following special stipulations, if in conflict with any language contained with the pages of this Purchase of Real Property Agreement, will control:
 - a. Buyer will relocate any existing fencing; and
 - b. Buyer will install ^{10" LFC} utility sleeve when improvements are made to Wilson and Olson road in a planned project, Buyer agrees to waive utility permit.

- 7. **TIME IS OF THE ESSENCE.** The failure to meet specified time limits will grounds for canceling this agreement.

- 8. **FAIR HOUSING AND EQUAL OPPORTUNITY.** This property is being sold without regard to race, color, sex, religion, disability, marital status, family status, sexual orientation, age ancestry, or national origin.

- 9. **GOVERNING LAW; JURISDICTION; AND VENUE:** This contract has been entered into in Oregon and the Property is located in Oregon. This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between Buyer and Seller that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon.

- 10. **TITLE, DEED, AND SELLER REPRESENTATION.** Seller will convey to Buyer title to the property by a valid quitclaim deed.

- 11. **DEFAULT OR BREACH.** If either party fails to perform any obligation under this Agreement, the other party may do any or all of the following:
 - a. Cancel the Agreement;
 - b. Sue for specific performance;
 - c. Sue for actual and compensatory damages.

- 12. **METHOD OF EXECUTION AND DELIVERY.** Signatures and initials transmitted by fax, photocopy, or digital signature methods will be acceptable and treated as originals. This Agreement constitutes the sole and entire agreement between the parties. No verbal agreements, representations, promises, or medications of the Agreement will be binding unless agreed to in writing by all parties. Delivery will be considered to have been completed as of the date and time a document is either delivered in person, or transmitted by fax, or transmitted by email.

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13. **ACCEPTANCE DATE AND BINDING CONTRACT.** The acceptance date will be the date of full execution (signing) of this Agreement by all parties. The acceptance must be promptly communicated (by a reasonable and usual mode) to the other party, thereby making this Agreement a legally binding contract.

14. **OFFER EXPIRATION DATE AND TIME.** _____. If not accepted by this date and time, this Offer will expire. However, at any time before the other party's communication of acceptance, the party making the Offer may withdraw the Offer by communicating the withdrawal to the other party, and confirm the withdrawal by prompt delivery of a written notice of withdrawal.

IN WITNESS WHEREOF, the parties have set their hands and do hereby agree as detailed above.

SELLER:

SIGNED: 
Craig Coleman

DATE: 10/31/19

BUYER:

DATED: _____, 2019

MORROW COUNTY BOARD OF COMMISSIONERS MORROW COUNTY, OREGON

Jim Doherty, Chair

Melissa Lindsay, Commissioner

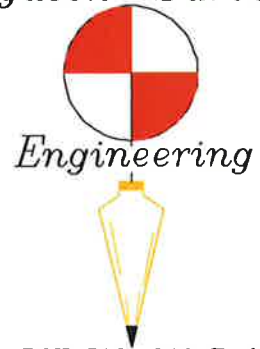
Don Russell, Commissioner

Attachment 1

Legal Description Pending

WILSON LANE - OLSON ROAD RIGHT OF WAY SKETCH

Ferguson Surveying



Stiffler LLC
Tax Lot 4N25E15-500
Deed Inst. #2012-29982

P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
EMAIL dfse@oretelco.net

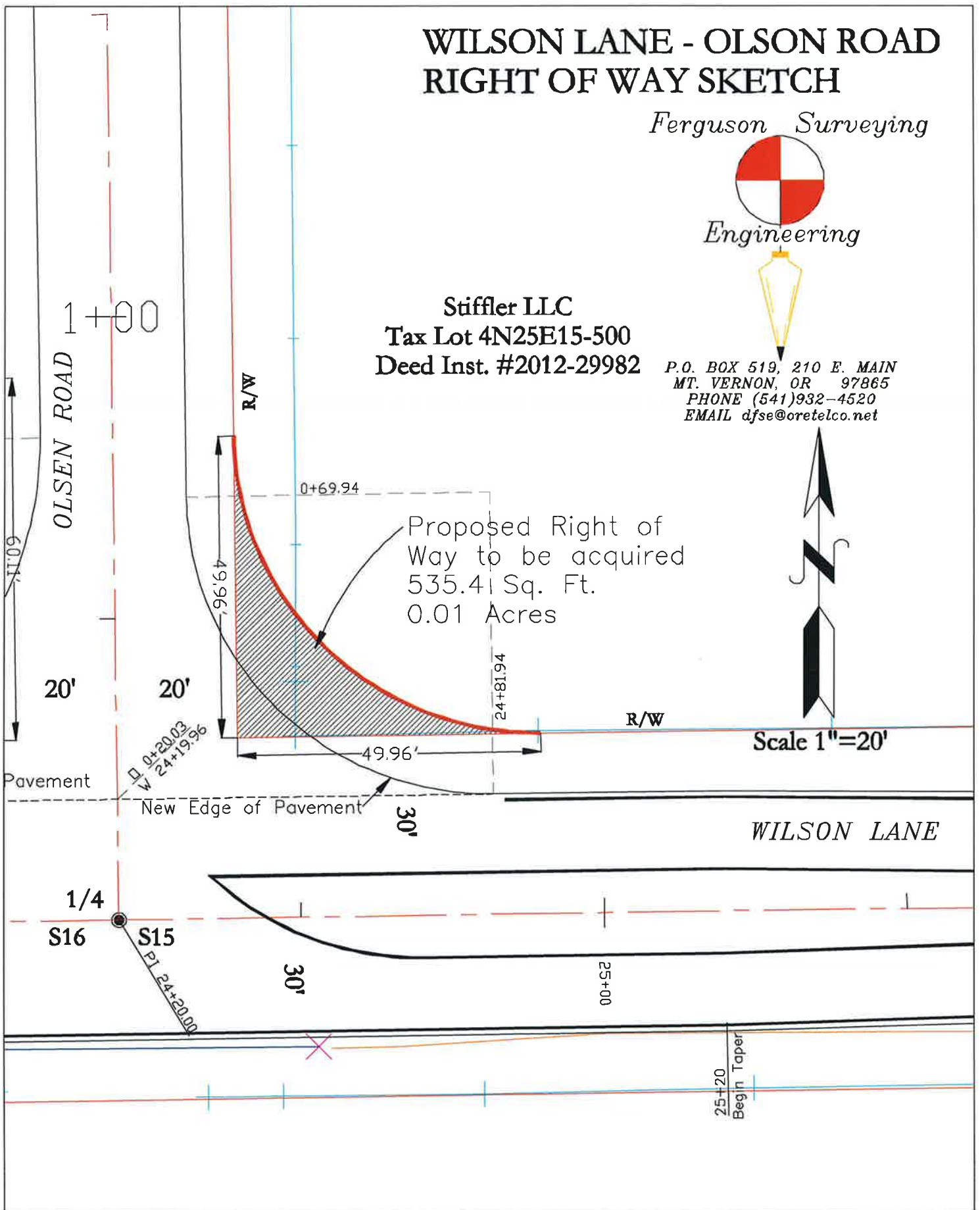


EXHIBIT A
Legal Description

A tract of land situated in the SW1/4 NW1/4 of Section 15, T.4N., R.25E., W.M., being a portion of the lands as described as Parcel 2 in Morrow County Deed Instrument 2012-29982, being more particularly described as follows:

Beginning at a point on the Northerly Right of Way line of Wilson Lane, said point being 69.51 feet East and 30.95 North of the Southwest corner of the SW1/4 NW1/4 of Section 15;

Thence S89°13'11"W along the said Northerly Right of Way, 49.96 feet to the Easterly Right of Way line of Olson Road;

Thence N00°49'43"W along the said Easterly Right of Way line , 49.96 feet;

Thence along a 50.00 foot radius curve to the left, 78.50 feet (the long chord of which bears S45°48'21"E, 70.68 feet) to the Point of Beginning.

The above described tract contains 535.4 sq. ft. (0.01 acres).



P.O. Box 788 • Heppner OR 97836
 (541) 676-5620
 (541)571-5156 cell

Human Resources

Karmen Carlson
 Human Resources Director
 kcarlson@co.morrow.or.us

TO: All Employees
FROM: Karmen Carlson, Human Resources Director
DATE: October 1st, 2019
RE: 2020 Holiday Schedule

The Morrow County Holiday Schedule for 2020 shall be as follows:

| | | |
|------------------------|-----------|-------------------|
| New Year's Day | Wednesday | January 1, 2020 |
| Martin Luther King Day | Monday | January 20, 2020 |
| Presidents' Day | Monday | February 17, 2020 |
| Memorial Day | Monday | May 25, 2020 |
| Independence Day | Friday | July 3, 2020 |
| Labor Day | Monday | September 7, 2020 |
| Veterans Day | Wednesday | November 11, 2020 |
| Thanksgiving | Thursday | November 26, 2020 |
| Christmas | Friday | December 25, 2020 |

Collective Bargaining Agreements supersede this holiday list. Teamster members should refer to their CBA.



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

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

Presenter at BOC: Commissioner Jim Doherty
 Department: Board of Commissioners
 Short Title of Agenda Item:

Phone Number (Ext):
 Requested Agenda Date: December 18, 2019

(No acronyms please)

**Request to Reappoint Members to the Wolf Depredation Advisory
 Committee**

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

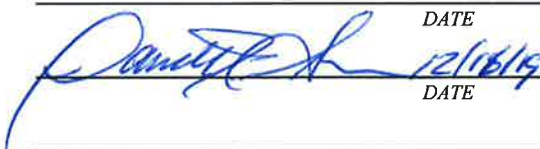
Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

| | | |
|---|---------------------|--|
| _____ DATE _____ | Department Director | Required for all BOC meetings |
|  DATE 12/18/19 | Administrator | Required for all BOC meetings |
| _____ DATE _____ | County Counsel | *Required for all legal documents |
| _____ DATE _____ | Finance Office | *Required for all contracts; other items as appropriate. |
| _____ DATE _____ | Human Resources | *If appropriate |

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The appointment terms for three members of the Morrow County Wolf Depredation Advisory Committee will expire on December 31, 2019. Two of those members have submitted letters of request for reappointment. The intentions of the third member are unclear at this time but attempts are being made to verify whether or not he wishes to be reappointed.

2. FISCAL IMPACT:

N/A

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

Request is to reappoint the following members:

Dean Robinson as a Wolf Conservation Representative; term to be January 1, 2020 - December 31, 2023 and

Cam Sweeney as a Local Business Representative; term to be January 1, 2020 - December 31, 2023

Attach additional background documentation as needed.

October 15, 2019

Morrow County Board of Commissioners,

I request to be reappointed to the Morrow County Wolf Depredation Advisory Committee as a Wolf Conservation Representative. If approved, my term would be January 1, 2020 through December 31, 2023.

Respectfully,

Dean Robinson

Dean Robinson
Heppner



October 15, 2019

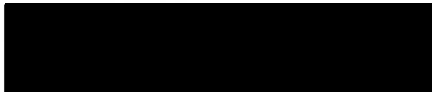
Morrow County Board of Commissioners,

I request to be reappointed to the Morrow County Wolf Depredation Advisory Committee as a Local Business Representative. If approved, my term would be January 1, 2020 through December 31, 2023.

Respectfully,

A handwritten signature in cursive script that reads "Cam Sweeney".

Cam Sweeney
Heppner





Wolf Depredation Advisory Committee

- Agendas/Minutes
- Board of Commissioners
- + Calendar
- + Planning Commission
- + Boards
- Committees
- + Budget Committee
- Equity Fund Committee
- The Loop - Morrow County Transportation Statewide Transportation Improvement Fund (STIF)
- + The Loop Advisory Committee
- Wolf Depredation Advisory Committee

View Edit Revisions Clone content

Wolf Depredation Advisory Committee

The Wolf Depredation Advisory Committee meets to discuss ways to assist livestock producers with non-lethal deterrent methods and, when appropriate, the dollar amount to be distributed in the event of a proven wolf predation. Term lengths are four years. The committee meets every other month, except May-August, on the third Tuesday, 7:00 p.m. Bartholomew Building, Heppner. Commissioner Jim Doherty represents the Board of Commissioners on this committee.

Current Members

| Name | Representing | Term Expiration |
|----------------------|--------------------|-------------------|
| Dean Robinson, Chair | Wolf Conservation | December 31, 2019 |
| Alan Scott | Wolf Conservation | December 31, 2020 |
| Robert Mahoney | Livestock Producer | December 31, 2020 |
| Paul Hisler, Jr. | Livestock Producer | December 31, 2019 |
| Cameron Sweeney | Local Business | December 31, 2019 |
| John Gould | Local Business | December 31, 2020 |

Supporting Documents

Wolf Depredation Advisory Committee Bylaws and Resolution No. R-2017-7 (203 KB)



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: Anita Pranger
Department: Public Transportation
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: December 18, 2019

Transportation Advisory Committee Reappointments

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various agenda items: Order or Resolution, Ordinance/Public Hearing, 1st/2nd Reading, Public Comment, Estimated Time, 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:

Anita Pranger 12/06/2019 Department Director Required for all BOC meetings
[Signature] 12/16/19 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

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

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

I have advertised in the Heppner Gazette and on the Morrow County website for people to fill the positions on the Advisory Boards. We did not receive any letters of interest.

There needs to be three reappointments to Morrow Co Transportation The Loop Special Transportation Fund Advisory Board and one to the Morrow Co Transportation The Loop Statewide Transportation Improvement Fund Advisory Board.

Virginia "George" Nairns, Karen Pettigrew, and Mike Jones need reappointed to the Special Transportation Fund advisory committee. Term is January 1, 2020 to December 31, 2022

Karen Pettigrew needs to be reappointed to the Statewide Transportation Improvement Fund Advisory Committee. Term is January 1, 2020 to December 31, 2022

2. FISCAL IMPACT:

None

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

Move to appoint Virginia "George" Nairns and Mike Jones to the Special Transportation Fund Advisory Committee and Karen Pettigrew to the Special Transportation Fund and Statewide Transportation Improvement Fund Advisory Committees all starting January 1, 2020 and expiring on December 31, 2022.

Attach additional background documentation as needed.

Anita Pranger

From: Karen Pettigrew <PettigrewK@cityofboardman.com>
Sent: Tuesday, December 03, 2019 4:00 PM
To: Anita Pranger
Subject: LOOP

STOP and VERIFY - This message came from outside of Morrow County Government.

I would like to be reappointed to The Loop Morrow County Transportation Advisory Committee.

Thank you for your consideration.

Karen Pettigrew

City Manager Boardman, Oregon

PH. 541-481-9252

The information contained in this e-mail message and any attachments may be privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and delete the message and any attachments from your computer.

Anita Pranger

From: Willow Creek Terrace <wctalf@moco hd.org>
Sent: Thursday, December 05, 2019 11:58 AM
To: Anita Pranger
Subject: RE: Reappointments

STOP and VERIFY - This message came from outside of Morrow County Government.

I would like to be considered for reappointment to the STF Committee. Thank you,

Virginia 'George' Nairns

Willow Creek Terrace - ALF, Administrator

400 Frank Gilliam Drive

Heppner, OR 97836

Phone: 541-676-0004

Fax: 541-676-5702

Email: wctalf@moco hd.org

Webpage: <http://www.willowcreekterrace.com>

From: Anita Pranger <apranger@co.morrow.or.us>
Sent: Tuesday, December 03, 2019 3:41 PM
To: Willow Creek Terrace <wctalf@moco hd.org>; Karen Pettigrew (kpettigrew@cityofboardman.com) <kpettigrew@cityofboardman.com>; 'Mike Jones' <msj61@centurytel.net>
Subject: Reappointments

"

***** CAUTION! This email came from outside the Morrow County Health District network. Do not open attachments or click links if you do not recognize the sender. ***"**

Can each of you please send me a note asking to be reappointed to The Loop Morrow County Transportation Advisory Committee. If you could do this before Friday, December 6, 2019, that would be great.

Thank you,
Anita Pranger
Morrow Co Transportation
The Loop
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

Anita Pranger

From: Mike Jones <
Sent: Thursday, December 05, 2019 3:18 PM
To: Anita Pranger
Subject: RE: Reappointments

STOP and VERIFY - This message came from outside of Morrow County Government.

I would like to be reappointed to The Loop Morrow County Transportation Advisory Committee.

Thank You,
Mike Jones

From: Anita Pranger [mailto:apranger@co.morrow.or.us]
Sent: Tuesday, December 03, 2019 3:41 PM
To: George Nairns (wctalf@moco hd.org); Karen Pettigrew (kpettigrew@cityofboardman.com); 'Mike Jones'
Subject: Reappointments

Can each of you please send me a note asking to be reappointed to The Loop Morrow County Transportation Advisory Committee. If you could do this before Friday, December 6, 2019, that would be great.

Thank you,
Anita Pranger
Morrow Co Transportation
The Loop
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

Return to:
MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500

APPLICATION #: OPB
COUNTY ROAD #: 596
ROAD NAME: Tower Road

Applicant Mailing Address
CENRUTYLINK: JENNIFER BOWEN
Name (Business Name, Attn: Name)
4501 NE MINNEHAHA ST BLDG 2
Mailing Address (Street/Post Office Box)
VANCOUVER, WA 98661
City, State, Zip Code
360 699 3992 / 564-888-2010
Phone Number

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)

PAYMENT RECEIVED:
10/21/2019 - \$0.00
(Date Payment Received - Amount Received - Initials)

APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, CENRUTYLINK 4501 NE MINNEHAHA ST BLDG 2 N 546383
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road TOWER RD at .01 miles from nearest
interstecation with road KUNZE LN (Name of County Road) (Miles)
15 4N 24E
E.W.M. with a TELEPHONE LINES of .74 Center Line 40' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 48' depth of line or pipe, E X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

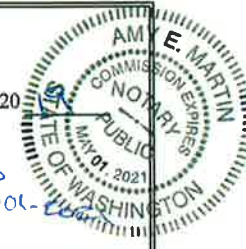
Page 1 JB JB
(Initial) (Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 10/18/19
(Signature of Authorized Permittee) (Date Signed)

State of Washington
County of Clark
This instrument was acknowledged before me on October 18, 2019
by AMRE MARTIN Public
Notary Public - State of Washington



Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)

APPROVED BY: _____ DATE: _____
(Public Works Director) (Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVAL, RELOCATION AND REPAIR

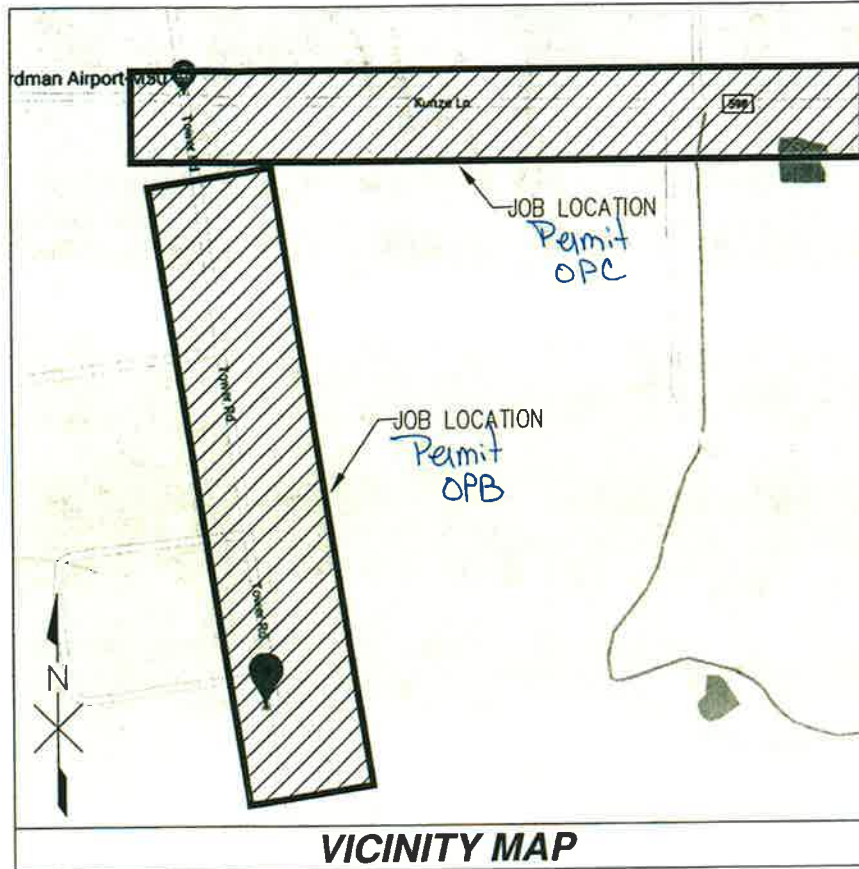
The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

CONSTRUCTION NOTES:

1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - a. PROVIDE ALL PITS WITH 1x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH.
 - c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
5. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
8. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
9. BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
12. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
13. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.



ESTIMATED TOTALS

| | |
|------------------------------|------------|
| TOTAL EXISTING CONDUIT USED: | 73 L.F. |
| TOTAL NEW BORE: | 38 L.F. |
| TOTAL NEW DIRT TRENCH | 5,296 L.F. |
| TOTAL NEW S/W TRENCH: | XXX L.F. |
| TOTAL NEW ASPHALT TRENCH: | XXX L.F. |
| TOTAL NEW AERIAL: | XXX L.F. |
| SIDEWALK (PCC) R&R: | XXX S.F. |
| ASPHALT (AC) R&R: | XXX S.F. |



| | | | |
|---|--|-----------|----------|
| CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 | TOWN: 4N | RNGE: 24E | SECT: 15 |
| CPA: MICHAEL MEISNER PH: 503-602-1210 | NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT | | |
| 76944 TOWER RD BOARDMAN, OREGON 97818 | JOB: N.546383 GEO CODE: XXXX WC CLLI: BDMNORXA SH 1 OF 8 | | |
| drafted by: Engineering Associates, Inc. | | | |

Permit OPB

AERIAL LEGEND

| | |
|--------------|--|
| ANC | ANCHOR |
| CA ARM | CABLE ARM |
| CATV | CABLE TV |
| DG | DOWN GUY |
| DGA | DOUBLE GUARD ARM |
| FGA | FIBER GLASS ARM |
| F/S | FIELD SIDE |
| GA | GUARD ARM |
| HOA | HEIGHT OF ATTACHMENT |
| M/R | MAKE READY |
| OHG | OVERHEAD GUY |
| R/S | ROAD SIDE |
| SLAN | LIGHT OR POWER COMPANY INVENTORY NUMBER |
| SWA | SIDEWALK ANCHOR AND GUY |
| T | TELEPHONE |
| TERM | TERMINAL |
| TRANS | TRANSFORMER |
| TAPE & SHAPE | REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN BE ATTACHED WITHOUT VIOLATING THE 40" RULE |

CABLE ARM ATTACHMENT LOCATION:

| | |
|-----|----------------------------|
| TF | TOP FIELD SIDE |
| TS | TOP STREET SIDE |
| TIP | TOP INSIDE POSITION |
| TIS | TOP INSIDE STREET SIDE |
| TMP | TOP MIDDLE POSITION |
| TOP | TOP OUTSIDE POSITION |
| TOS | TOP OUTSIDE STREET SIDE |
| BF | BOTTOM FIELD SIDE |
| BS | BOTTOM STREET SIDE |
| BIP | BOTTOM INSIDE POSITION |
| BIS | BOTTOM INSIDE STREET SIDE |
| BMP | BOTTOM MIDDLE POSITION |
| BOP | BOTTOM OUTSIDE POSITION |
| BOS | BOTTOM OUTSIDE STREET SIDE |

EXISTING EQUIPMENT LEGEND

| | | | | |
|--------------------------|-----------------------------|-----------------------------|---------------------------------|--------------------|
| — C/L — CENTERLINE | ● TELEPHONE BULLET PEDESTAL | □ ELECTRIC PEDESTAL/CABINET | ■ GAS METER | ■ IRRIGATION METER |
| — R/W — RIGHT OF WAY | ⊕ TELEPHONE REPEATER | ▣ ELECTRIC TRANSFORMER | ● GAS VALVE | ● IRRIGATION VALVE |
| — P/L — PROPERTY LINE | ■ TELEPHONE PEDESTAL | ⊞ ELECTRIC METER | ⊞ TRAFFIC SIGNAL VAULT/HANDHOLE | — CULVERT |
| --- EASEMENT | ⊞ TELEPHONE VAULT/HANDHOLE | ⊞ ELECTRIC VAULT/HANDHOLE | ⊞ TRAFFIC SIGNAL POLE | ⊙ C/L MONUMENT |
| — CURB & GUTTER | □ TELEPHONE CABINET | ⊞ ELECTRIC MANHOLE | ■ WATER METER | ⊗ POLE ITEM NO. |
| — EOP — EDGE OF PAVEMENT | ⊞ TELEPHONE MANHOLE | ⊞ ELECTRIC J-BOX | ● WATER VALVE | |
| RAILROAD | ■ TELEPHONE COOL PED | ⊙ STREETLIGHT | ⊙ FIRE HYDRANT | |
| — FENCE | ⊞ TELEPHONE SAI | ● CATV BULLET PEDESTAL | ⊙ WATER MANHOLE | |
| — T — TELCO | ■ TELEPHONE USAM | ■ CATV PED | ■ STORM DRAIN CATCH BASIN | |
| — E — ELECTRIC | ○ TELEPHONE OWNED POLE | ⊞ CATV VAULT/HANDHOLE | — STORM DRAIN INLET | |
| — CATV — CATV | ⊗ JOINT USE POLE | ⊙ SEWER MANHOLE | ⊙ STORM DRAIN MANHOLE | |
| — G — GAS | | | | |
| — TS — TRAFFIC SIGNAL | | | | |
| — W — WATER | | | | |
| — S — SEWER | | | | |
| — SD — STORM DRAIN | | | | |
| — IRRIG — IRRIGATION | | | | |

PROPOSED EQUIPMENT LEGEND

| | | |
|---------------------------|-----------------------|------------------------------|
| — PARKWAY TRENCH | □ 2'x2' RECEIVING PIT | — ANCHOR & DOWN GUY |
| ▨ BORE | □ 4'x4' BORE PIT | ← DOWN GUY |
| ▨ ASPHALT TRENCH | ⊞ SAI | ⊞ ASPHALT TRENCH FOOTAGE |
| — AERIAL BUILD | ■ COOL PEDESTAL | ⊞ DIRT OR S/W TRENCH FOOTAGE |
| — AERIAL BUILD SLACK SPAN | ⊞ ELECTRIC PEDESTAL | ⊞ BORE FOOTAGE |
| — AERIAL STRAND | ⊞ TELCO HANDHOLE | ⊞ AERIAL FOOTAGE |
| | ■ TELCO PEDESTAL | |
| | □ TELCO CABINET | |
| | ⊞ TELCO MANHOLE | |

Perm + OPB

CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
 CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

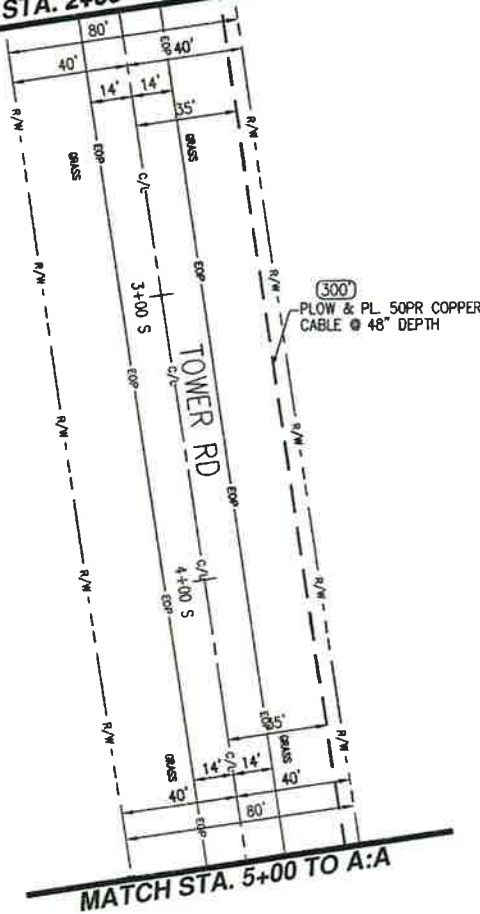
NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT



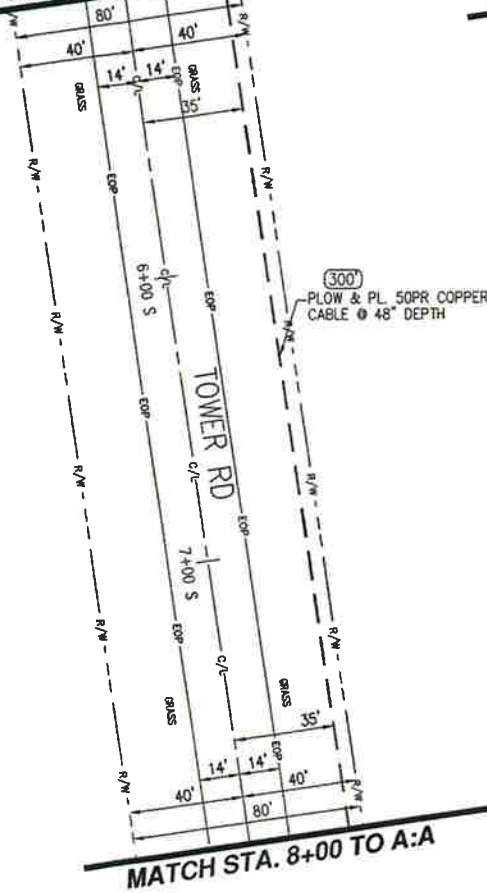
76944 TOWER RD
 BOARDMAN, OREGON 97818
 drafted by: Engineering Associates, Inc.

JOB: N.546383
 GEO CODE: XXXX
 WC CLLI: BDMNORXA
 SH 2 OF 8

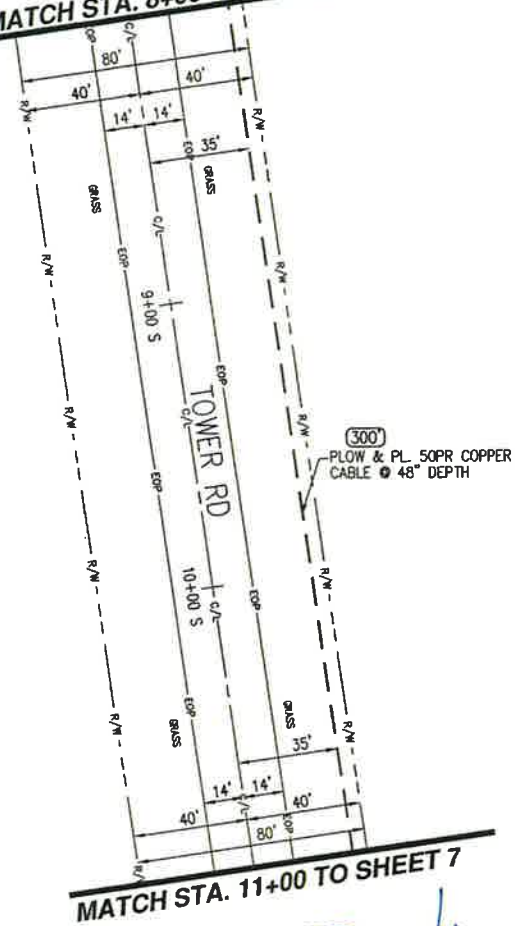
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MATCH STA. 5+00 TO A:A



MATCH STA. 8+00 TO A:A



Permit # OPP

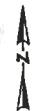
CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
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CenturyLink

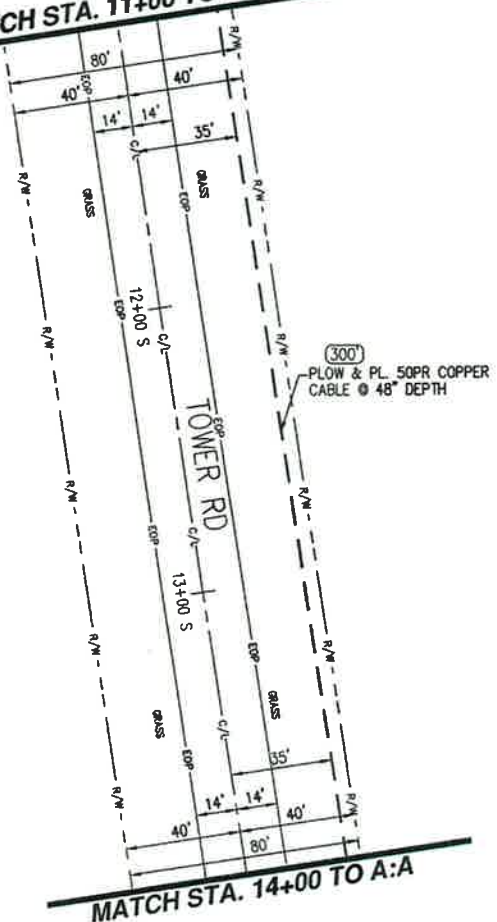


CALL TWO WORKING DAYS BEFORE YOU DIG

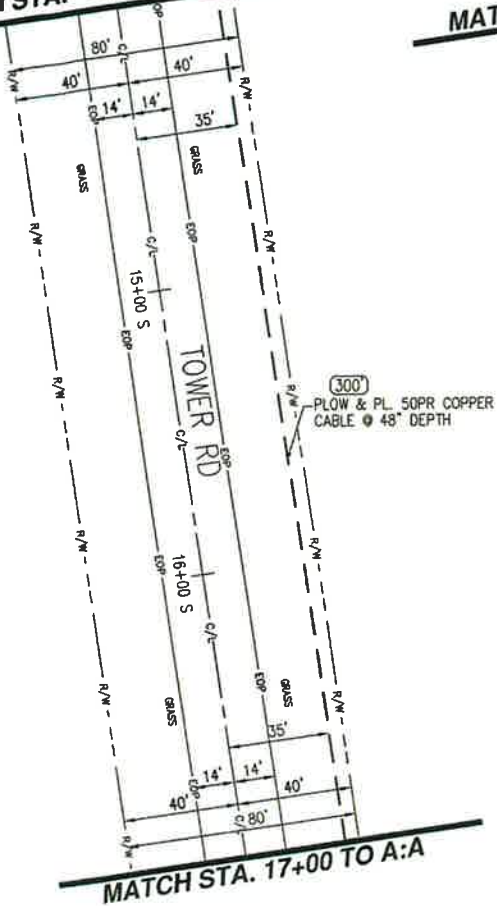
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PLOTTED 9/15/15 BY: ANHETA, ANTOBAG

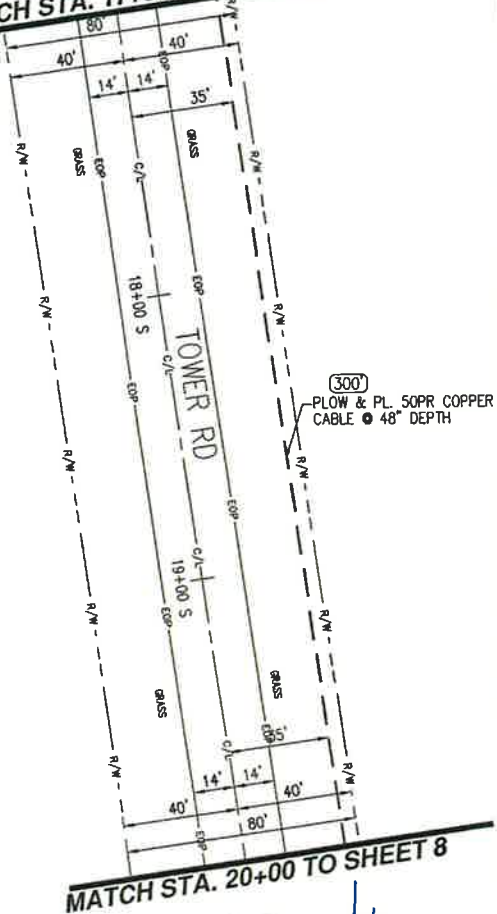
MATCH STA. 11+00 TO SHEET 6



MATCH STA. 14+00 TO A:A



MATCH STA. 17+00 TO A:A



MATCH STA. 14+00 TO A:A

MATCH STA. 17+00 TO A:A

MATCH STA. 20+00 TO SHEET 8

300' PLOW & PL. 50PR COPPER CABLE @ 48" DEPTH

300' PLOW & PL. 50PR COPPER CABLE @ 48" DEPTH

300' PLOW & PL. 50PR COPPER CABLE @ 48" DEPTH

Permit # OPB

CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

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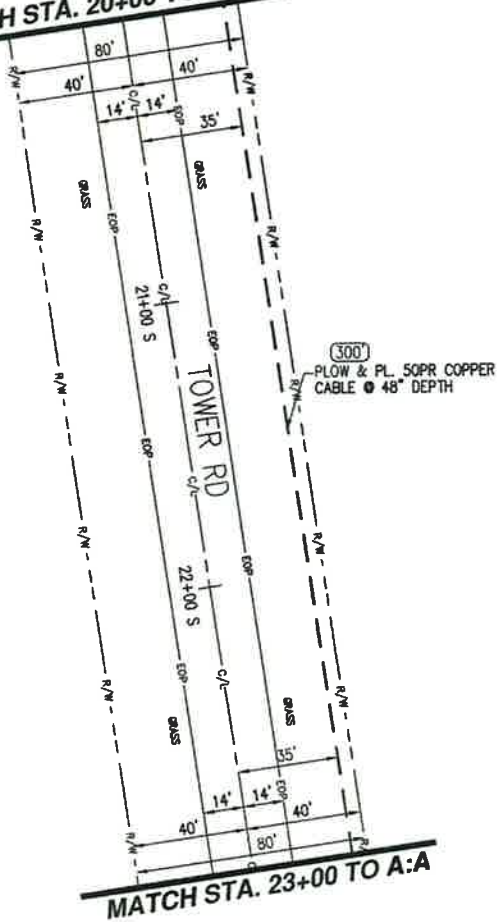


CALL TWO WORKING DAYS BEFORE YOU DIG
811
PLOTTED 6/19/13 BY ARBELLA, ANTONIO

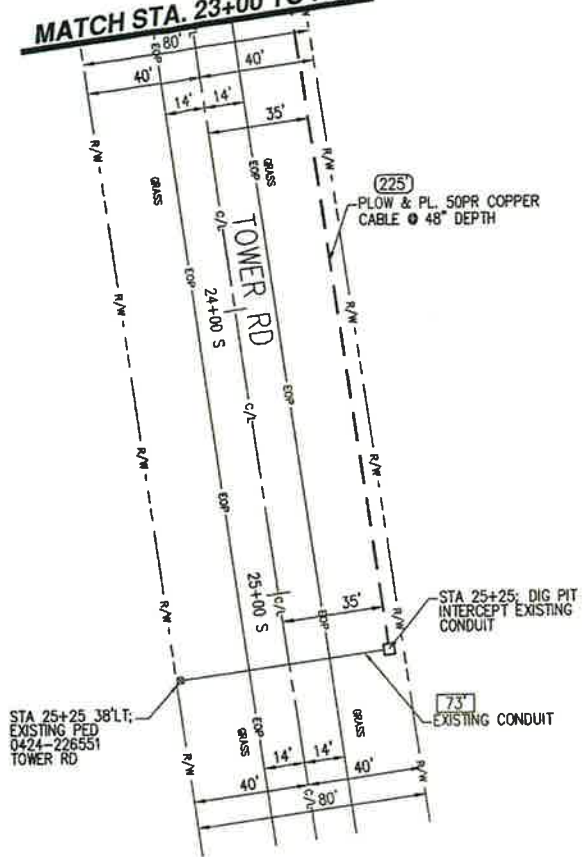
76944 TOWER RD
BOARDMAN, OREGON 97818
drafted by: Engineering Associates, Inc.

JOB: N.546383
GEO CODE: XXXX
WC CLLI: BDMNORXA
SH 7 OF 8

MATCH STA. 20+00 TO SHEET 7



MATCH STA. 23+00 TO A:A



Permit # OPB

CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
 CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

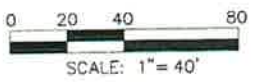
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76944 TOWER RD
 BOARDMAN, OREGON 97818
 drafted by: Engineering Associates, Inc.

JOB: N.546383
 GEO CODE: XXXX
 WC CLI: BDMNORXA
 SH 8 OF 8



CenturyLink



CALL TWO WORKING DAYS BEFORE YOU DIG

811

PLOTTED 9/13/19 BY: ANNETA, ANTONIO

Return to:
MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500

APPLICATION #: OPC
COUNTY ROAD #: Kunze Ln 598
ROAD NAME: Kunze Ln

Applicant Mailing Address
CENTRULINK: JENNIFER BOWEN
Name (Business Name, Attn: Name)
4501 NE MINNEHAHA ST BLDG 2
Mailing Address (Street/Post Office Box)
VANCOUVER, WA 98661
City, State, Zip Code
360 699 3992 / 564-8663 2010
Phone Number

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
PAYMENT RECEIVED:
10/21/2019 - \$0.00
(Date Payment Received - Amount Received - Initials)

APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, CENTRULINK 4501 NE MINNEHAHA ST BLDG 2 N 546383
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road KUNZE LN at .01 miles from nearest
(Name of County Road) (Miles)
intersection with road TOWER RD 15 4N 24E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a TELEPHONE LINE of .74, Center Line 20' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 48" depth of line or pipe, N X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

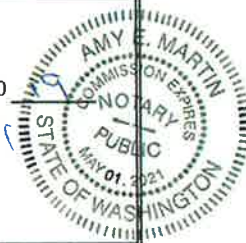
Page 1 JB JB Page 2 JB JB
(Initial) (Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 10/18/19
(Signature of Authorized Permittee) (Date Signed)

State of Washington
County of Clark
This instrument was acknowledged before me on October 18, 2019
by [Signature] Notary Public 2019-05-01-2021
Notary Public - State of Washington



Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVEAL, RELOCATION AND REPAIR

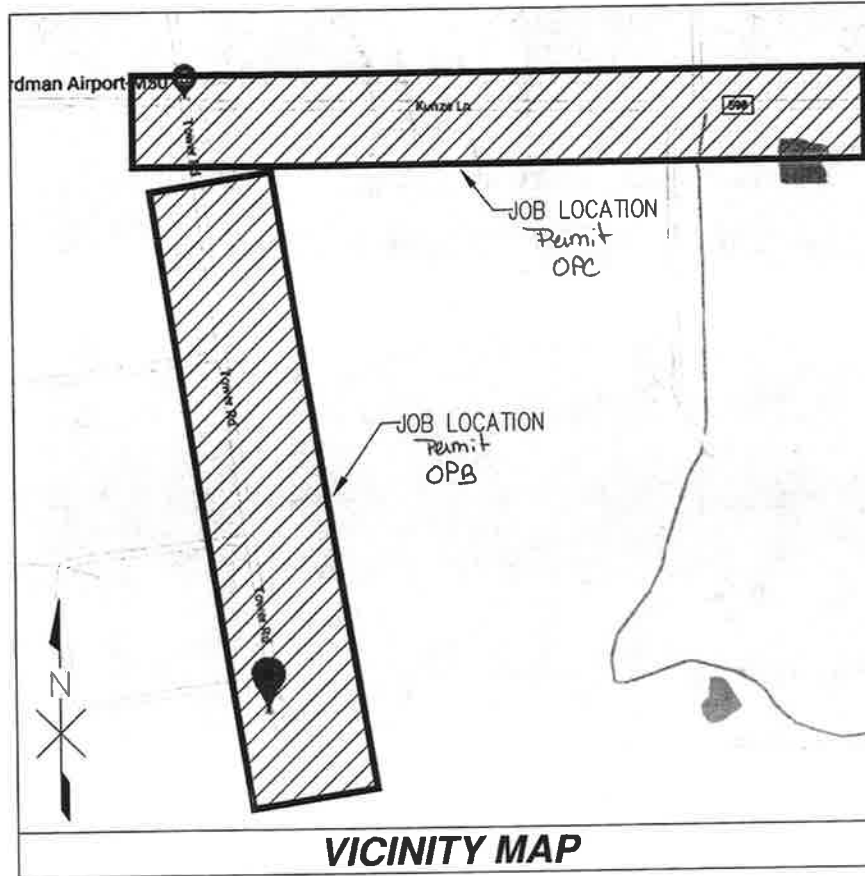
The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

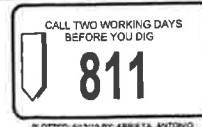
CONSTRUCTION NOTES:

1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - a. PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH.
 - c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
5. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
8. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
9. BOND BURNED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
12. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
13. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.



ESTIMATED TOTALS

| | |
|------------------------------|------------|
| TOTAL EXISTING CONDUIT USED: | 73 L.F. |
| TOTAL NEW BORE: | 38 L.F. |
| TOTAL NEW DIRT TRENCH | 5,296 L.F. |
| TOTAL NEW S/W TRENCH: | XXX L.F. |
| TOTAL NEW ASPHALT TRENCH: | XXX L.F. |
| TOTAL NEW AERIAL: | XXX L.F. |
| SIDEWALK (PCC) R&R: | XXX S.F. |
| ASPHALT (AC) R&R: | XXX S.F. |



| | | | |
|--|------------|---|----------|
| CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 | TOWN: 4N | RANGE: 24E | SECT: 15 |
| CPA: MICHAEL MEISNER PH: 503-602-1210 | Permit OPC | | |
| NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT | | | |
| 76944 TOWER RD BOARDMAN, OREGON 97818 | | JOB: N.546383 GEO CODE: XXXX WC CLLI: BDMNORXA SH 1 OF 8 | |
| drafted by: Engineering Associates, Inc. | | | |

AERIAL LEGEND

| | |
|--------------|--|
| ANC | ANCHOR |
| CA ARM | CABLE ARM |
| CATV | CABLE TV |
| DG | DOWN GUY |
| DGA | DOUBLE GUARD ARM |
| FGA | FIBER GLASS ARM |
| F/S | FIELD SIDE |
| GA | GUARD ARM |
| HOA | HEIGHT OF ATTACHMENT |
| M/R | MAKE READY |
| OHG | OVERHEAD GUY |
| R/S | ROAD SIDE |
| SLAN | LIGHT OR POWER COMPANY INVENTORY NUMBER |
| SWA | SIDEWALK ANCHOR AND GUY |
| T | TELEPHONE |
| TERM | TERMINAL |
| TRANS | TRANSFORMER |
| TAPE & SHAPE | REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN BE ATTACHED WITHOUT VIOLATING THE 40" RULE |

CABLE ARM ATTACHMENT LOCATION:

| | |
|-----|----------------------------|
| TF | TOP FIELD SIDE |
| TS | TOP STREET SIDE |
| TIP | TOP INSIDE POSITION |
| TIS | TOP INSIDE STREET SIDE |
| TMP | TOP MIDDLE POSITION |
| TOP | TOP OUTSIDE POSITION |
| TOS | TOP OUTSIDE STREET SIDE |
| BF | BOTTOM FIELD SIDE |
| BS | BOTTOM STREET SIDE |
| BIP | BOTTOM INSIDE POSITION |
| BIS | BOTTOM INSIDE STREET SIDE |
| BMP | BOTTOM MIDDLE POSITION |
| BOP | BOTTOM OUTSIDE POSITION |
| BOS | BOTTOM OUTSIDE STREET SIDE |

EXISTING EQUIPMENT LEGEND

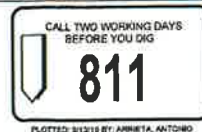
| | | | | |
|--------------------------|-----------------------------|-----------------------------|---------------------------------|--------------------|
| — C/L — CENTERLINE | ⊙ TELEPHONE BULLET PEDESTAL | ⊞ ELECTRIC PEDESTAL/CABINET | ■ GAS METER | ■ IRRIGATION METER |
| — R/W — RIGHT OF WAY | ⊕ TELEPHONE REPEATER | ⊞ ELECTRIC TRANSFORMER | ● GAS VALVE | ● IRRIGATION VALVE |
| — P/L — PROPERTY LINE | ■ TELEPHONE PEDESTAL | ⊞ ELECTRIC METER | ⊞ TRAFFIC SIGNAL VAULT/HANDHOLE | —> CULVERT |
| - - - - - EASEMENT | ⊞ TELEPHONE VAULT/HANDHOLE | ⊞ ELECTRIC VAULT/HANDHOLE | ⊙ TRAFFIC SIGNAL POLE | ⊙ C/L MONUMENT |
| ==== CURB & GUTTER | ⊞ TELEPHONE CABINET | ⊙ ELECTRIC MANHOLE | ■ WATER METER | ⊗ POLE ITEM NO. |
| — EOP — EDGE OF PAVEMENT | ⊞ TELEPHONE MANHOLE | ⊞ ELECTRIC J-BOX | ● WATER VALVE | |
| RAILROAD | ■ TELEPHONE COOL PED | ⊙ STREETLIGHT | ⊙ FIRE HYDRANT | |
| — FENCE — | ⊞ TELEPHONE SAI | ⊙ CATV BULLET PEDESTAL | ⊙ WATER MANHOLE | |
| — T — TELCO | ⊞ TELEPHONE USAM | ⊞ CATV PED | ■ STORM DRAIN CATCH BASIN | |
| — E — ELECTRIC | ○ TELEPHONE OWNED POLE | ⊞ CATV VAULT/HANDHOLE | — STORM DRAIN INLET | |
| — CATV — CATV | ⊗ JOINT USE POLE | ⊙ SEWER MANHOLE | ⊙ STORM DRAIN MANHOLE | |
| — G — GAS | | | | |
| — TS — TRAFFIC SIGNAL | | | | |
| — W — WATER | | | | |
| — S — SEWER | | | | |
| — SD — STORM DRAIN | | | | |
| — IRRIG — IRRIGATION | | | | |

PROPOSED EQUIPMENT LEGEND

| | | |
|---------------------------|-----------------------|------------------------------|
| — PARKWAY TRENCH | □ 2'x2' RECEIVING PIT | — ANCHOR & DOWN GUY |
| ▨ BORE | □ 4'x4' BORE PIT | ← DOWN GUY |
| ▨ ASPHALT TRENCH | ⊞ SAI | ⊞ ASPHALT TRENCH FOOTAGE |
| — AERIAL BUILD | ■ COOL PEDESTAL | ⊞ DIRT OR S/W TRENCH FOOTAGE |
| — AERIAL BUILD SLACK SPAN | ⊞ ELECTRIC PEDESTAL | ⊞ BORE FOOTAGE |
| — AERIAL STRAND | ⊞ TELCO HANDHOLE | ⊞ AERIAL FOOTAGE |
| | ■ TELCO PEDESTAL | |
| | ⊞ TELCO CABINET | |
| | ⊞ TELCO MANHOLE | |

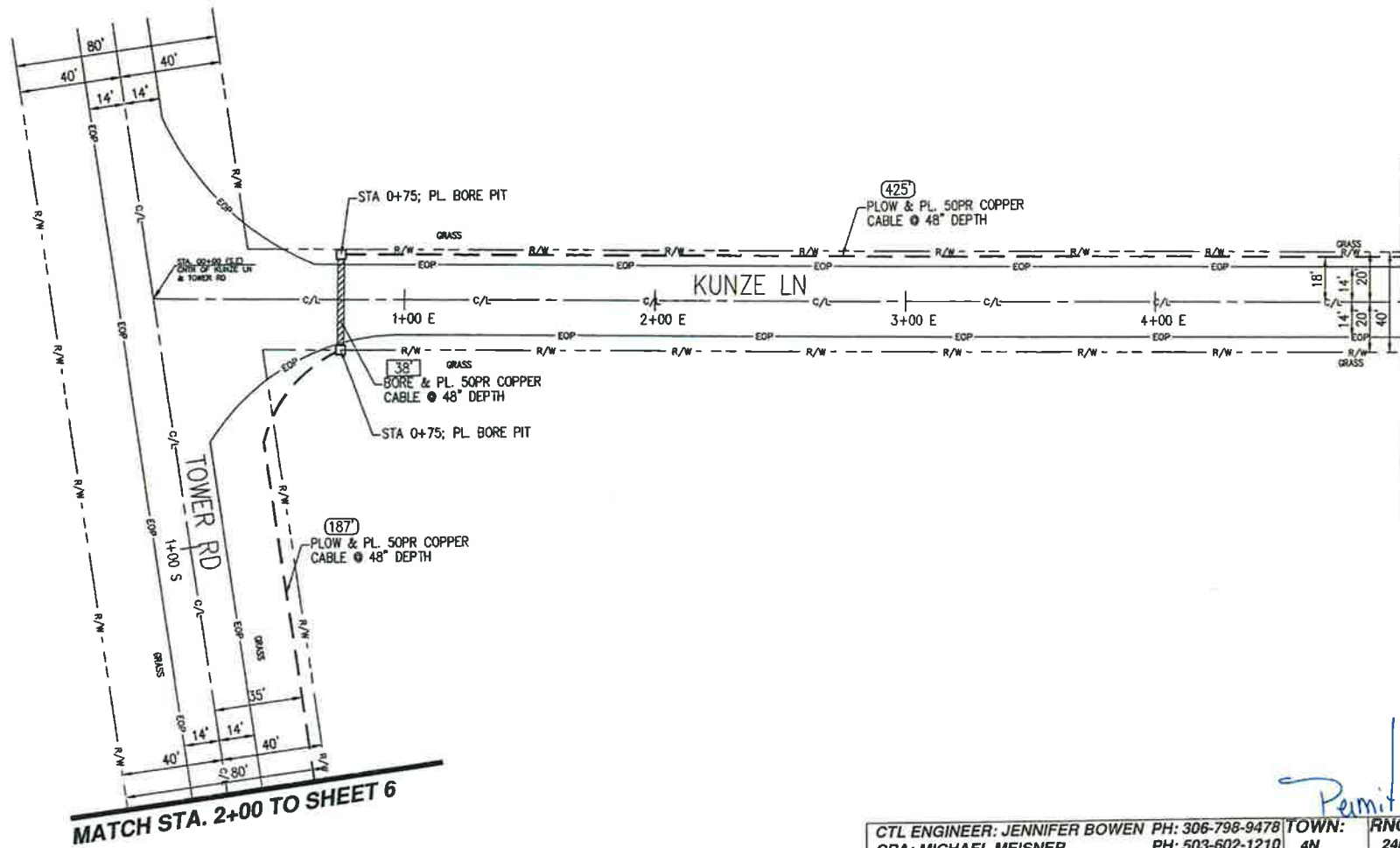
CTL ENGINEER: JENNIFER BOWEN PH: 306-796-9478 TOWN: RANGE: SECT:
 CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT



76944 TOWER RD
 BOARDMAN, OREGON 97818
 drafted by: Engineering Associates, Inc.

JOB: N.546383
 GEO CODE: XXXX
 WC CLI: BDMNORXA
 SH 2 OF 8



MATCH STA. 5+00 TO SHEET 4

MATCH STA. 2+00 TO SHEET 6

Permit # OPC

CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
 CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

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76944 TOWER RD
 BOARDMAN, OREGON 97818
 JOB: N.546383
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 WC CLI: BDMNORXA
 drafted by: Engineering Associates, Inc. SH 3 OF 8

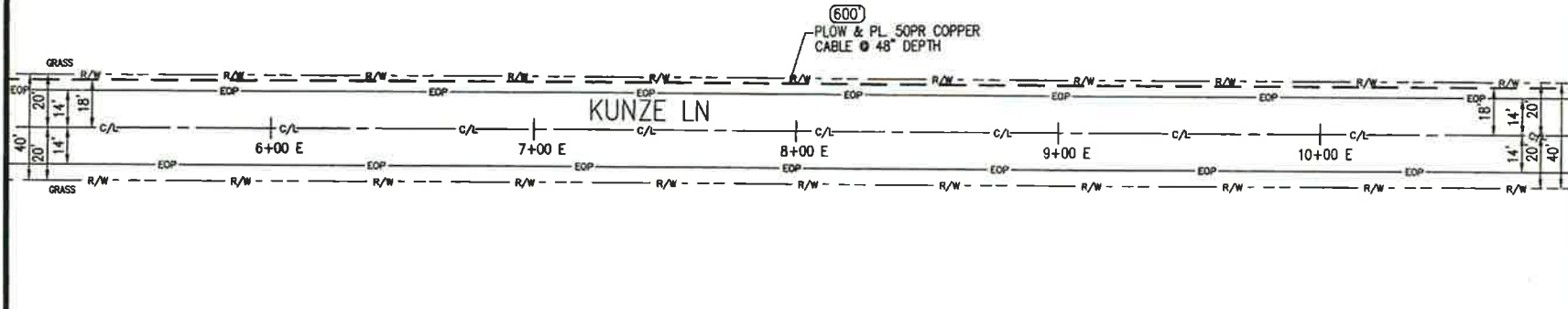


CenturyLink



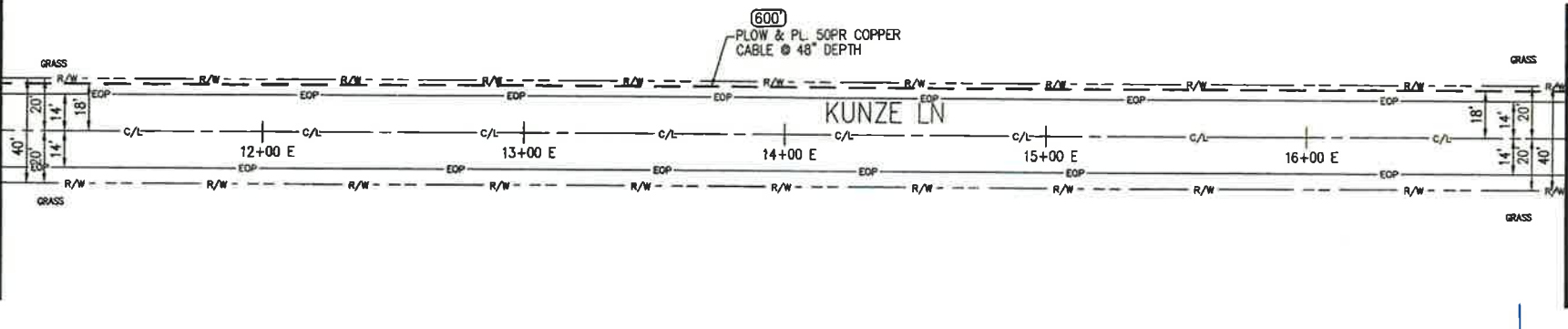
CALL TWO WORKING DAYS BEFORE YOU DIG
811
PLOTTED 9/13/13 BY: ANR/ETA, ANTONIO

MATCH STA. 5+00 TO SHEET 3



MATCH STA. 11+00 TO A:A

MATCH STA. 11+00 TO A:A



MATCH STA. 17+00 TO SHEET 5

Permit # OAC



CALL TWO WORKING DAYS BEFORE YOU DIG

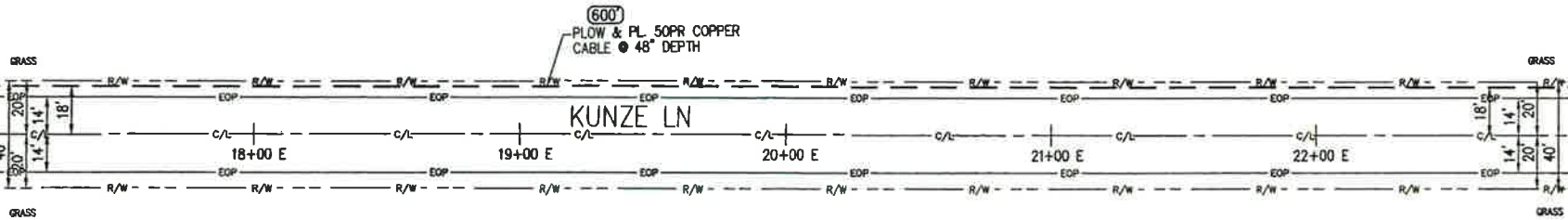
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PLOTTED: 01/31/18 BY: ARRIETA, ANTONIO

| | | | |
|---|--|--|----------|
| CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 | TOWN: 4N | RNGE: 24E | SECT: 15 |
| CPA: MICHAEL MEISNER PH: 503-602-1210 | NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT | | |
| 76944 TOWER RD BOARDMAN, OREGON 97818 | | JOB: N.546383 GEO CODE: XXXX WC CLLI: BDMNORXA | |
| drafted by: Engineering Associates, Inc. | | SH 4 OF 8 | |

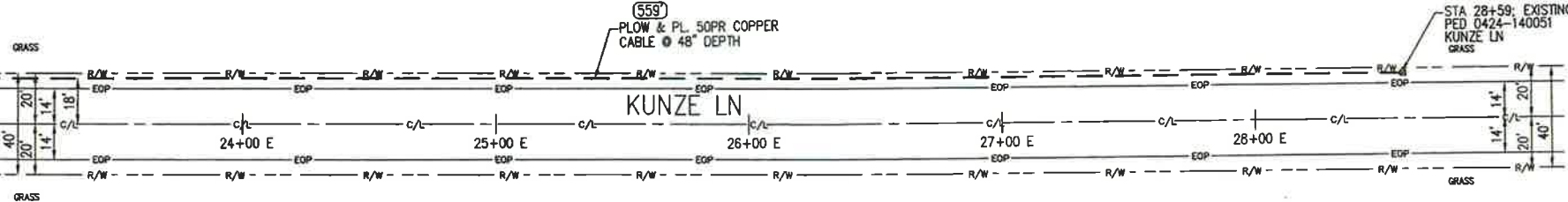
MATCH STA. 17+00 TO SHEET 4

MATCH STA. 23+00 TO A:A



MATCH STA. 23+00 TO A:A

STA 28+59: EXISTING PED 0424-140051 KUNZE LN GRASS



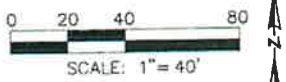
Permit # ope

CTL ENGINEER: JENNIFER BOWEN PH: 306-798-9478 TOWN: RANGE: SECT:
 CPA: MICHAEL MEISNER PH: 503-602-1210 4N 24E 15

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

76944 TOWER RD
 BOARDMAN, OREGON 97818
 drafted by: Engineering Associates, Inc.

JOB: N.546383
 GEO CODE: XXXX
 WC CLLI: BDMNORXA
 SH 5 OF 8



CALL TWO WORKING DAYS BEFORE YOU DIG
811
PLOTTED 8/13/18 BY: AMREIA, AVIANDU

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is the first amendment for the Intergovernmental Agreement (IGA) from the Oregon Health Authority (OHA) for the financing of Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for the biennium 2019-2021.

This amendment impacts Service Element (SE) 20, Non-Residential Community Mental Health Services for Adults, by reducing the funding base funding of \$100,000.00 in FY 2019-2020 by \$22,802.76, leaving \$77,197.24 available for services. For FY 2020-2021, the base funding was \$50,000.00 and is being reduced by \$11,401.38, leaving \$38,598.62 available for services.

2. FISCAL IMPACT:

Overall reduction of \$34,204.14 to MHS 20 to align with the Legislatively Adopted Budget. These funds are passed through to the recipient through G/L # 101-199-5-50-5500.

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

Motion to approve and authorize Chair Doherty to sign OHA Agreement # 159175-1 on behalf of the 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159175**

This First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County** ("County").

RECITALS

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

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

AGREEMENT

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

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

6. Signatures.

Morrow County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Carmen Armendariz on September 16, 2019; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0005

CONTRACT#: 159175

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND CODE | PROJ | CFMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|-----|-----------|------|---------------|-----------------|------------------|------|-------------------|--------------------------|---------|---------|------|-------------|-----|
|-----|-----------|------|---------------|-----------------|------------------|------|-------------------|--------------------------|---------|---------|------|-------------|-----|

FISCAL YEAR: 2019-2020

| | | | | | | | | | | | | | |
|---------------------|-----|------|----------------------|--------|----------------------|-------|--------------|--------------|--------|---|---|---|---|
| 20 | 804 | BASE | NON-RESIDENTIAL MENT | MHNRMH | 7/1/2019 - 6/30/2020 | 0 /NA | \$0.00 | -\$22,802.76 | \$0.00 | A | 1 | Y | 1 |
| TOTAL FOR SE# 20 | | | | | | | -\$22,802.76 | \$0.00 | | | | | |
| TOTAL FOR 2019-2020 | | | | | | | -\$22,802.76 | \$0.00 | | | | | |

FISCAL YEAR: 2020-2021

| | | | | | | | | | | | | | |
|------------------------|-----|------|----------------------|--------|-----------------------|-------|--------------|--------------|--------|---|---|---|---|
| 20 | 804 | BASE | NON-RESIDENTIAL MENT | MHNRMH | 7/1/2020 - 12/31/2020 | 0 /NA | \$0.00 | -\$11,401.38 | \$0.00 | A | 1 | Y | 1 |
| TOTAL FOR SE# 20 | | | | | | | -\$11,401.38 | \$0.00 | | | | | |
| TOTAL FOR 2020-2021 | | | | | | | -\$11,401.38 | \$0.00 | | | | | |
| TOTAL FOR M0005 159175 | | | | | | | -\$34,204.14 | \$0.00 | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 08/26/2019

Contract#: 159175
REF#: 002

REASON FOR FAAA (for information only):

This Financial Assistance Award (FAA) is for Mental Health Services within the 2019-2021 Legislatively Adopted Budget (LAB). The 2019-2021 FAA is adjusted to continue 2017-2019 changes approved by the Division after the calculation of the initial 2019-2021 FAA.

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

M0005 1 Special condition #M0000-9 in Base Agreement, regarding "MHS 20" applies.



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: Christy Kenny
Department: Juvenile Department
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: December 18, 2019

(No acronyms please) Juvenile Crime Prevention Funds

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Youth Development Division
Contractor/Entity Address:
Effective Dates - From: 7/1/2019 Through: 6/30/2021
Total Contract Amount: \$60,000 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 12/10/19 Department Director Required for all BOC meetings
[Signature] 12/16/19 Administrator Required for all BOC meetings
R. Tovey email 12-6-19 County Counsel *Required for all legal documents
K Knop via email 12-13-19 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County hasn't utilized the Juvenile Crime Prevention (JCP) Funds since around 2011. These funds are available to counties and are to be used to help reduce recidivism and to help prevent youth from ever entering the juvenile justice system. The goal is to target risk factors early enough and keep youth engaged in pro-social activities so they will remain out of the system.

Most of the funding would go to the Made to Thrive program which is a Non-Profit Organization whose purpose is to give at-risk and vulnerable youth a positive environment through extracurricular activities such as sports, music, dance and art. Made to Thrive surrounds the youth with support, tutors and mentors who provide the opportunity to build self-confidence, morals, good character, positive peer relationships and assist with future planning. The goal with Made to Thrive is to see improvement with truancy, improved grades, less behavior infractions at school and at home, comfort in participating in various activities, increased social/life skills, improved feeling of self-worth, decrease their interest in drugs, alcohol, illegal activities and suicide. Made to Thrive promotes strengthening the entire family unit and feel by helping change mindsets through mentorship and peer support. The youth served begin to believe they are worthy, important and valuable therefore consequently becoming contributing citizens to society.

Made to Thrive has been serving a small amount of Morrow County youth for several years but they have not had the funding to be able to serve them at their full potential. This funding will allow them to fully expand and serve more youth throughout the county.

2. FISCAL IMPACT:

Morrow County would receive \$60,000 over the biennium. These funds will help reduce recidivism and crime prevention.

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

Request the Board of Commissioners to review, approve and sign IGA #12392.

Attach additional background documentation as needed.



Board of Commissioners

P.O. Box 788 • Heppner, OR 97836
541-676-5613 • 541-561-0234
mlindsay@co.morrow.or.us
www.co.morrow.or.us

Commissioner Melissa Lindsay

December 18, 2019

To Whom It May Concern,

The Morrow County Local Public Safety Coordinating Council met on November 26, 2019 and unanimously endorsed the 2019-2021 Biennial Plan for the Juvenile Crime Prevention Grant presented by Christy Kenny, Morrow County Juvenile Department Director.

Ms. Kenny reviewed the plan to engage the services of Made to Thrive. She also reviewed the proposed budget with the Council.

After a discussion that included an opportunity for questions and answers following Ms. Kenny's presentation, the LPSCC approved and supported the plan for presentation to the Morrow County Board of Commissioners for final approval.

Should you have questions about LPSCC's support, my contact information is listed above. Should you have any questions about the plan, please contact Ms. Kenny at ckenny@co.morrow.or.us.

Sincerely,


Commissioner Melissa Lindsay
Chair, Morrow County LPSCC



Organization Name: Made to Thrive

EIN: 46-4617953

Address: PO Box 684 Hermiston, OR 97838

Website: www.madetothrive.org

Executive Director: Kriss Dammeyer

Email: kriss@madetothrive.org

Phone: (541) 289-2343

Year established: 2014

Number of paid employees: 1

Number of FTE: 1

Number of Youth Served Each Year: 300+

Number of volunteers: 40

Organization mission and primary activities:

Made to Thrive's (MTT) mission is to stop the cycle of child abuse, neglect, crime and poverty by bringing the physical and emotional benefits of sports, adventure activities, music, and art to vulnerable youth. We partner with local community organizations to connect low-income and foster youth to enriching activities, then ensure that kids have everything they need to participate, like equipment, supplies, rides, and snacks. We also match youth with tutors and mentors.

What population does your organization serve?

MTT serves 300+ low-income and foster youth in rural Umatilla and Morrow Counties each year. The majority of the youth that benefit from our program are from low-income households; 53% are non-white. We partner with local schools to serve youth that are in danger of academic failure due to truancy, suspensions, or low academic performance. We also have a track record of partnering with the local Juvenile Justice department to prevent youth involvement in the criminal justice system and to help those exiting the justice system transition back to school and day-to-day life.

Our services are designed to overcome the barriers to participation in after school activities that low-income and foster kids face. After-school programs are shown to help close the achievement gap between kids from low-income families and more affluent peers. They can also help kids develop better social skills, improve academic performance, and even enhance long-term health and self-sufficiency outcomes.

What community need does your project address?

Low-income children and youth in Oregon's Umatilla and Morrow Counties are in crisis. The Hermiston School District's graduation rate is 10 points below the statewide average, and the Umatilla County youth suicide rate is nearly double that of the Portland metro area. With few local community-based organizations dedicated to interrupting the intergenerational cycle of poverty, these under-resourced youth are at extremely high-risk for poor long-term life and health outcomes.



Made to Thrive is the only organization in the area connecting low-income and foster youth to the life-changing potential of high-quality afterschool activities. Without our program, hundreds of children and youth would not have the social and financial supports to participate in afterschool activities, which are proven to increase their social skills, academic performance, and long-term health and self-sufficiency.

Project description

Morrow County Juvenile Crime Prevention Funds will support MTT program operations, including staff salaries, program supplies and registration fees, and transportation. These funds will help MTT serve up to 100 additional kids next year.

MTT's goals are to support academic achievement and long-term positive life outcomes, improve participants' social skills and feelings of self-worth, improve participants' behavioral outcomes, and prevent self-harm and suicide for children and youth. We do this by partnering with local community organizations to connect MTT participants with enriching after-school group activities, including sports, music lessons, art classes, dance, and community theater, as well as special events and outings during the summer and school breaks. MTT provides equipment, covers participation fees, ensure transportation, and often provides snacks or light meals. We also match youth with tutors and/or mentors, and provide a small direct emergency assistance fund for low-income families.

Measurable outcomes include improved school attendance and academic performance, and improved self-esteem and confidence in trying new things and meeting new people. The positive effects of additional youth participating in enriching after school activities – youth would not otherwise be able to participate – will ripple outwards, enhancing interpersonal connections and re-building a thriving, tightly knit rural community. For example, when an older sibling or youth in the household has a positive experience as part of a soccer or baseball team, it creates a new pathway for younger siblings and other youth in the home or neighborhood to consider and explore their own interests and potential.

Total project budget: \$152,350

Total amount requested: \$30,000

Proposed sources of funding:

Foundation & Government Grants: \$100,000

Individual Donations: \$10,000

Special Events: \$2,350

In-kind: \$40,000

Program Partners

MTT is fortunate to enjoy extensive support from partner organizations in the surrounding community. We maintain partnerships with local schools including the Hermiston School District, Pendleton School District, Stanfield School District, Morrow School District, Athena-Weston School District, Pilot Rock School District, Echo School District, and Umatilla School District. We also partner with local businesses and civic organizations including Hermiston Basketball Club, Hermiston Little League, Eastern Oregon Taekwondo, Toyota of Hermiston, Big Five of Hermiston, Dean's Sports of Pendleton, Hermiston Parks & Recreation, Lion's Club, Kiwanis Club, Altrusa International of Hermiston, Gems and Gents Gymnastics, Grid Kids Football, Kairos Sound, and Dance Unlimited.

INTERGOVERNMENTAL AGREEMENT

Agreement No. 12392

This Agreement is between the State of Oregon acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Morrow County** ("County"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

WHEREAS, House Bill 3231, chapter 37, and 2015 Oregon Revised Statutes (ORS) 417.850(5), Additional duties of Youth Development Council, authorizes the agency to ensure initiation of contracts based on approved local high-risk juvenile crime prevention plans and oversee contract changes.

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

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

SECTION 3: EFFECTIVE DATE AND DURATION

Upon signature by all applicable parties, this Agreement shall be effective on **July 1, 2019**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021**.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Anya Sekino
JCP Manager

255 Capitol St NE
Salem, OR 97310
503.378.5156 Fax
503.378.5115 Office
anya.sekino@state.or.us

4.2 County's Authorized Representative is:

Darrell J. Green
County Administrator
PO Box 788
Heppner, OR 97836
541.676.2529 Office
Fax
dgreen@co.morrow.or.us

A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit F (Budget Distribution-Approved JCP Work Plan), attached hereto and incorporated herein by this reference.
- 5.2 Agency shall pay County as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of **\$60,000.00**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed to Agency's satisfaction during the prior quarter, after submission of a satisfactory invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is a County duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision

of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 **"County Intellectual Property"** means any intellectual property owned by County and developed independently from the work under this Agreement.

9.1.2 **"Third Party Intellectual Property"** means any intellectual property owned by parties other than County or Agency.

9.1.3 **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement and all intellectual property rights therein.

9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and County agree that any Work Product that is an original work of authorship created by County under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by County under this Agreement is a derivative work based on County Intellectual Property, or is a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by County under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3 If Work Product is County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4 If Work Product is Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5 If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 10.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 11.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County

is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between Agency and County, exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to County;

16.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 County may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

- 16.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 17: INSURANCE

County shall maintain insurance as set forth in Section 24, and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: 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 Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will 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 (6) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit D and Exhibit E, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

Order of Precedence: This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

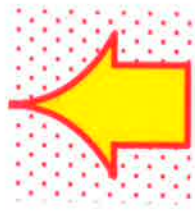
- This Agreement without Exhibits
- Exhibit A General Definitions
- Exhibit B Funding Area Descriptions &
 Program Definitions
- Exhibit C Award
- Exhibit D Special Terms and Conditions
- Exhibit E Additional Terms and Conditions
- Exhibit F Approved Budget Distribution - JCP Plan

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

| | |
|---------------------------------------|------|
| Karen K Harrison, Contracting Officer | Date |
|---------------------------------------|------|



Morrow County

| | |
|-------------|------|
| Name, Title | Date |
|-------------|------|

Approved for Legal Sufficiency in accordance with ORS 291.047

| | |
|--|-------------------|
| <u>Jake J. Hogue, Assistant Attorney General via email</u> | <u>06/28/2017</u> |
| Name, Title | Date |

EXHIBIT A GENERAL DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 8.
5. **"Agreement"** means this 2019-2021 County Intergovernmental Agreement.
6. **"General Funds"** means all funds paid to County under this Agreement.
7. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
8. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
9. **"Misexpenditure"** has the meaning set forth in Section C of Exhibit E.
10. **"Provider"** has the meaning set forth as used in Exhibit B Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
13. **"Underexpenditure"** has the meaning set forth in Section C of Exhibit E.

EXHIBIT B

FUNDING AREA DESCRIPTION & PROGRAM DEFINITIONS

1. **Juvenile Crime Prevention (JCP).** JCP Services are described below.
 1. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit B:
 1. **"Client"** means any individual who receives a Service.
 2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
 3. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
 4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
 5. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
 6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
 7. **"YDC"** means the Youth Development Council
 8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
 9. **"Juvenile Crime Prevention Services" or "JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.

10. **"OYA"** means the Oregon Youth Authority.
 11. **"Plan"** means the County's High-Risk Juvenile Crime (JCP) Prevention Plan approved by YDC, the provisions of which are incorporated herein by this reference.
 12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements, means any JCP Service or group of related services delivered as part of Plan implementation.
 13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following riskfactors:
 - a. Anti-social behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association; andwho are clearly demonstrating at-risk behaviors that have come to the attention government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system
 14. **"YDD"** means the Youth Development Division.
 15. **"Budget Distribution"** means document submitted as a Statement of Work that describes the proposed use of monies.
 16. **"Lead JCP Agency"** mean an Agency appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement with the County.
- II. GENERAL TERMS AND CONDITIONS.** In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:
1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.

- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit B to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 30 days after the termination of this Agreement

2. Expenditure/Obligation of Award. County may expend the JCP Funds provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency
- b. County may expend JCP Funds solely on JCP Services.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its "Lead JCP Agency" appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

- 3. Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:
- a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.

- b. During the term of this Agreement, a quarterly written, detailed expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
- c. No later than 30 days after the termination of this Agreement, a written, detailed expenditure report on the County's expenditure of JCP Funds during the 2019-2021 Fiscal Year

III. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.

1. Plan

a. Plan Implementation

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

b. Amendment to Plan

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County

notification be reviewed by the YDC for approval prior to the changes taking effect.

- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

2. **Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardian, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any Agency right arising out of County's default, as described in Exhibit E.

6. **Evidence-Based Programs.** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.
7. **Records Maintenance, Access and Confidentiality.** County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

**EXHIBIT C
AWARD**

| FUNDING AREA | GENERAL FUND | FEDERAL FUNDS | CFDA NUMBER |
|----------------|--------------------|---------------|-------------|
| JCP Prevention | \$60,000.00 | | |

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

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EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County 's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in the local JCP Plan prepared by County and approved in writing by Agency. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.

2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with the local JCP Plan prepared by County and approved in writing by Agency, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 30 days after the termination of this Agreement shall be deemed Under-expenditure subject to recovery under Section 1 of Exhibit E.

3. **Reporting.** In accordance with the local JCP Plan prepared by County and approved in writing by Agency, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time.

[The balance of this page intentionally left blank.]

EXHIBIT E ADDITIONAL TERMS AND CONDITIONS

1. Disbursement, Use and Recovery of Award.

- a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with the local JCP Plan prepared by County and approved in writing by Agency on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.

- b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

 - (ii) No default as described in Section 11 of this Agreement or in Section 9 of this Exhibit E has occurred.

 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

 - (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.

- c. **Recovery of Award.**

- (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:
- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
 - (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
 - (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
 - (A) Made pursuant to Oregon Administrative Rules;
 - (B) Made with Agency's written discretion or approval; or
 - (C) Consistent with the local plans submitted by County and approved by the Agency.
 - (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i) (d) above that governs the expenditures of such monies by County, the

parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of Underexpenditure or Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 30 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:
 - (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or
 - (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or
 - (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c (ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:
 - (a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.**

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an

Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, "the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset; unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of

that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.

(d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

(vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 30 calendar days of the noticed modification.

2. County Representations. County represents to Agency as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full

power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.

- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
- b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
- c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with the local JCP Plan prepared by County and approved in writing by Agency.

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a

particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of .all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 30 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. Records Maintenance, Access and Confidentiality.

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions: County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records,

that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.

- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

d. Confidentiality of Client Information.

- (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (ii) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

9. **County Default.** In addition to the default provisions described in Section 11 of this Agreement ("County Default"), County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;

- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** In addition to the default provisions described in Section 12 of this Agreement (“Agency Default”), Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:
 - (i) At its sole discretion upon 30 days advance written notice to Agency, or

- (ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
 - (iii) Upon 30 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or
 - (iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this' Agreement for a particular Funding Area described in the Award:
- (i) Upon 30 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
 - (ii) Upon 30 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 30 days from the date the action is taken.
 - (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
 - (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area.

Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- d. **Survival.** Notwithstanding Subsection a. through c. above, termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency for implementation of the Services described in this Agreement, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to Agency for approval in a format and timeline prescribed by Agency. Such Service Plan shall be effective no sooner than the effective date of the funding change.
14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial

assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 30 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, non-binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.

15. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

EXHIBIT F
Approved Budget Distribution - JCP
Plan

YOUTH & YOU
Youth Development Division

2019- 2021 Juvenile Crime Prevention Plan
Amended

Please use this form if you are proposing revisions to the approved 2017-2019 JCP Plan.

County: Morrow County

Lead agency: Made to Thrive

Please provide a brief description of the following:

1. Planning process:

- Evidence of Local Public Safety Coordinating Council (LPSCC), government agencies, school district(s) and community partners' participation.
- Information on local community juvenile justice continuum's issues, needs, barriers, and service gaps.
- Summary of key data supporting the recommended strategies. Data should include demographics, juvenile crime trends, risk and protective factor profiles, outcome information. Data sources must be identified.
- Description of how JCP Basic, Diversion and other funds are used in the continuum of services.

Youth Development Division
Oregon Department of Education
255 Capitol Street NE
Salem, OR 97310

2. Services/programs to be funded:

Made to Thrive: Made to Thrive is a Non-Profit Organization whose purpose is to give at-risk and vulnerable youth a positive environment through extracurricular activities such as sports, music, dance and art. Made to Thrive surrounds the youth with support, tutors and mentors who provide the opportunity to build self-confidence, morals, good character, positive peer relationships and assist with future planning. The goal with Made to Thrive is to see improvement with truancy, improved grades, less behavior infractions at school and at home, comfort in participating in various activities, increased social/life skills, improved feeling of self-worth, decrease their interest in drugs, alcohol, illegal activities and suicide. Made to Thrive promotes strengthening the entire family unit and feel by helping change mindsets through mentorship and peer support. The youth served begin to believe they are worthy, important and valuable therefore consequently becoming contributing citizens to society.

Please note, that all JCP funded services should focus programming efforts on the areas of risk identified by the JCP Assessment tool with the outcome goal of recidivism reduction and crime prevention.

3. Services provider(s):

- Juvenile Department-Morrow County Juvenile Department
- Subcontractor Agency(s)-Made to Thrive

4. JPC assessment tool:

The JCP Risk Assessment Tool is the instrument used to monitor and evaluate JCP programs. All programs and services receiving JCP funds must use the JCP Risk Assessment Tool. Local plans should include the following information:

- Who will conduct assessments and reassessments?
All assessments and reassessments for non-offender youth will be conducted by Made to Thrive Director. For offender youth, all assessments and reassessments will be conducted by the Probation Counselor/Director.

Youth Development Division
Oregon Department of Education
255 Capitol Street NE
Salem, OR 97310

- How the tool will be used to address criminogenic factors?
The criminogenic factors will be identified from the JCP, and will be addressed individually for each youth participating, with the focus being on Family Relationships, School and Work, and Pro-social activities. This will increase academic engagement, reduce anti-social thinking, attitudes, values and beliefs and develop personal responsibility.

- Who will be entering assessment information into the JJIS or YDD Data Manager?
All assessments will be entered into the Data Manager (for non-offender youth) by Made to Thrive Director or in JJIS by the Probation Counselor/Director for (offender youth).

5. Population to be served:

- Demographic information: Any Morrow County youth ages 10 to 17 who meet the JCP criteria.
- Legal status – Focus will be on non-offenders youth, and first time offender youth
- Risk level: Low, Medium or High on the JCP as long as they pose a risk of entering the juvenile justice system.
- Referral process: Referrals will mainly come from schools and the CARE program. However, anyone who believes a youth demonstrating at-risk behaviors who have come to the attention of government or community agencies, schools or law enforcement and will lead to imminent or increased involvement in the juvenile justice system.
- Estimated numbers of youth to be served by JCP-funded program(s):
50-100

Youth Development Division
Oregon Department of Education
255 Capitol Street NE
Salem, OR 97310

6. Budget:

- Budget information should include budget detail and budget narrative.

| Category | FY 2019-21 Budget | Narrative |
|-----------------|-------------------------|--|
| Made to Thrive | \$52,000 (\$26,000/yr.) | Equipment, supplies, participation fees, transportation, snacks, meals, ect. |
| Client Specific | \$2,000 (\$1,000/yr.) | Treatment, training, activities or other identified service/need that will assist in addressing risk factors identified on JCP |
| | | |
| Admin 10% | \$6,000 | |
| TOTAL | \$60,000 | |

7. Evidence-based practice and cultural appropriateness

- Please submit an evidence-based practice checklist for each program proposed for funding
- Description of cultural and gender factors, including ways to address racial and ethnic disparities

Morrow County strives to be culturally and gender sensitive. We are determined to address the cultural and gender barriers that are present in our current system, as well as being vigilant to not create additional barriers by the programs, policies, and practices we develop.

8. Statement of LPSCC’s approval of submitted plan

Please submit your plan by April 30, 2019, to Anya Sekino via email only at anya.sekino@state.or.us

Youth Development Division
 Oregon Department of Education
 255 Capitol Street NE
 Salem, OR 97310



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

(For BOC Use)
 Item #
5b

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

Staff Contact: **Sheree Smith** Phone Number (Ext): **5212**
 Department: **Health** Requested Agenda Date: **12/18/19**
 Short Title of Agenda Item: **Patagonia Electronic Health Record (purchase)**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Patagonia Health, Inc.**
 Contractor/Entity Address: **15100 Weston Parkway, Suite 204, Cary, NC 27513**
 Effective Dates – From: **Date signed by BOC** Through: **Five Year Term**
 Total Contract Amount: **\$106,694.92 - 5 Year Total** Budget Line: **Not currently in Health Dept Budget**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

| | | | |
|----------------------|-----------------|---------------------------|--|
| <u>Sheree Smith</u> | <u>12/13/19</u> | Department Head | Required for all BOC meetings |
| | <u>12/16/19</u> | Admin. Officer/BOC Office | Required for all BOC meetings |
| <u>Justin Nelson</u> | <u>12-16-19</u> | County Counsel | *Required for all legal documents |
| <u>Kate Knop</u> | | Finance Office | *Required for all contracts; other items as appropriate. |
| | | Human Resources | *If appropriate |

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Health Dept has been exploring various Electronic Health Records systems to enhance the capability of the client medical records, improve immunization services and streamline billing (improve efficiency, reduce errors and result in greater revenue) while decreasing duplicity in staff work time. A Demo was provided per Patagonia in Sept. per Jason Suter, followed by the provision of an agreement for a 5 year term:

1st Year - \$41,510
2nd Year - \$15,350.40
3rd Year - \$15,964.42
4th Year - \$16,602.99
5th Year - \$17,267.11
Total 5 Year Cost - \$106,694.92

Two Payment Schedule Options:

Option A

- Upfront payment (Implementation, training and first month's payment) \$30,440
- Ongoing Monthly. First 2 months free, each monthly payment \$1,230
- Total first year Payments (\$30,440 plus 9 Mos at \$1,230) for total of \$41,510

Option B

- Total Year 1 Contract Amt \$41,510
- Discount on only first year total payment total payment; Less \$830.20
- Total Payment after discount for Year 1: \$40,679.80

Add On option: Request three Immun Scanners \$540 (\$180 ea) Immunization Barcode software cost \$3,000 plus \$50/mos fee.

2. FISCAL IMPACT:

The purchase cost of the Patagonia EHR is not currently included in the Health Dept Budget. It is my understanding that funds have been identified by the BOC for purchase of an EHR system for the Health Dept.

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

I am requesting the Board of Commissioners review, consider and approve the purchase of this EHR for the County Health Dept.

Attach additional background documentation as needed.

Roberta Lutcher

From: Sheree Smith
Sent: Sunday, December 15, 2019 11:02 PM
To: Justin Nelson
Cc: Roberta Lutcher; Darrell Green; Kate Knop
Subject: EHR Purchase Request with Follow-Up documentation of EHR comparison costs/capabilities
Attachments: Draft Pricing Morrow Co.xlsx; Exhibit S - Training Plan & Delivery Model - 02072019.docx; OCHIN General RFP response - Feb. 2018.docx; Patagonia Morrow County Public Health-OR Sales Agreement Ver 2.0 12Dec19.pdf; Rev Cover Sheet BOC Patagonia EHR 12-18-19.pdf

Justin,

The Health Dept. has been exploring various Electronic Health Records systems for the past several months, as we are interested in purchasing a more robust system to enhance the capability of client medical records, improve immunization services, streamline billing (improve efficiency, reduce errors and result in greater revenue), and decrease duplicity in staff work time such as immunization reporting and billing.

Additionally, if we begin to pursue accreditation, the Health Dept would be required to have an EHR in place. Although we currently have a basic EHR system "Practice Suite" through AHLERS, I do not believe this would be considered adequate for accreditation purposes due to its limitations.

We first contacted OCHIN EPIC regarding their EHR system thinking this may be the best option as some of our medical partners utilize this same EHR, as well as some other (mostly larger) county health departments. We set up a demo this past summer and were provided a DRAFT pricing based on actual Health Dept service numbers. The Purchase quote for OCHIN EPIC proved to be much higher than we had anticipated at \$129,107 with a monthly fee of \$3,679 with additional charges for 5.5% of revenue received and .5% for coding support. The OCHIN EPIC EHR system was originally created for Hospitals and Primary Care providers, offering a variety of other options for which the Health Dept would have minimal use, that nevertheless added a significant increase in the overall cost. I have attached the Draft Pricing, Exhibit S and General RFP documents for review.

One other aspect of this process in pursuit of an EHR includes funding set aside by the Eastern Oregon Coordinated Care Organization (EOCCO) specific for Public Health. The original amount identified was \$500,000 (equal amounts pledged by MODA and GOBHI). EOCCO Public Health Administrators have been in discussions for the greater part of a year regarding how these funds could best be utilized including the possibility of using a portion of the funds (from GOBHI) towards the purchase of an EHR system for those counties currently without.

The Health Dept was first contacted by Jason Suter, from Patagonia in early July asking if he could set up a demonstration with Morrow County Health Dept. The Patagonia system was originally created specifically for Public Health use. Jason also shared that two Public Health Depts in Oregon are currently using Patagonia (Coos and Klamath) and asked when we could schedule a Demo. Due to the Triennial Review throughout the month of August, I scheduled the Demo for Sept. 20th. Coos county had changed over from the same system (AHLERS Practice Suite) currently used by Morrow County. It is my understanding that Klamath had previously been using OCHIN EPIC but switched to Patagonia due to the high monthly maintenance costs of OCHIN EPIC. Jason shared that Patagonia is currently working on a platform for COOS to include electronic documentation of home visiting services and suggested that Morrow County participate in the process with COOS to guide Patagonia, if we decided to purchase and implement this EHR as well.

I attended the Conference of Local Health Officials (CLHO) Conf. in Hood River a few weeks prior to the Patagonia Demo, and approached the Public Health Directors of both Coos and Klamath counties to inquire about their experience with Patagonia. Both indicated they were pleased/satisfied with Patagonia, and Florence (Coos Director) specifically noted that Jason Suter was particularly helpful and supportive.

Jason provided a Patagonia DEMO to Public Health on Sept. 20th. Morrow County health would require several items of an EHR system and Patagonia provides the following all-inclusive in the price: Federally certified EHR, web based system (able to access anywhere with secured internet connection), data entered once auto populates throughout system, electronic prescription, connectivity to clearing house, upgrade to billing codes, patient portal, secure messaging, customer complete EHR (calendar, sliding fee scale, clinical templates, billing and connectivity to clearing house), data migration, interface with ALERT (Oregon Immunization registry), immunization inventory app, pharmacy app, electronic client consent forms, communicator app, electronic fax, EMR direct messaging, onsite training days, training videos (unlimited) and remote training via web meeting. There are also optional add on services (including the immunization scanners we are requesting initially), and others that may be added at any time in the future. See the attached agreement for full details.

In the CCO reorganization and application process for CCO 2.0, GOBHI made some business decisions resulting in a loss of approx. 1/3 of their revenues; having lost the contract for a previously served area on the west side of the state. This resulted in a reconsideration of the earlier \$250,000 commitment to the EOCCO Public Health fund, offering in-kind supports for an EHR instead. The GOBHI uses Netsmart, having purchased a number of licenses in excess of their current utilization, and offered to provide this system to Morrow County at no cost. A DEMO of the Netsmart system was provided by GOBHI staff for Morrow County Health Dept in October. GOBHI staff were very supportive and offered to create and/or add forms to the system with no cost to Morrow County. However, the DEMO served to identify the many limitations of the system for Public Health use, which would result in the need for multiple revisions and additions which we believed would be very similar to the process encountered when initiating the AHLERS Practice Suite system. The end result would be EHR capability very similar to what we currently have in place. As much as we appreciated the offer from GOBHI, the underlying need to create a "new" system that would be no more robust with Netsmart than what we currently have in place with Practice suite, seemed like a poor choice due to the time and effort a change would require. Therefore utilization of Netsmart would not be advantageous for Morrow County.

Meanwhile, communication has continued with EOCCO regarding the possibility of using Public Health fund dollars to acquire an EHR to enhance the partnership and collaboratively achieve incentive measure goals. CCO 2.0 requires EOCCO to collaborate with Public Health in addition to fulfilling requirements of Health Information Technology (HIT) and Health Information Exchange (HIE). At this point, we are still hopeful that a portion of the EOCCO Public Health fund can be utilized toward the purchase and implementation of an EHR, although we cannot guarantee approval and/or a definitive amount of dollars.

The Health Dept is presenting this information with comparison of OCHIN EPIC, Netsmart and Patagonia systems, requesting the BOC approve the purchase of Patagonia. Although the Health Dept. does not currently have an EHR expense line item in the current budget, it is my understanding that the BOC has targeted funds for this very purpose. As noted above, implementation of an EHR system for the Morrow County Health Dept. to provide the necessary supports and capabilities is required for the future pursuit of accreditation. See the attached Patagonia agreement regarding a 5 year term with a first year cost of \$45,640 (including initial \$41,510 with Immunization scanning option). Two different payment options are offered with an optional 2% discount for first year if payment is made in full.

Thank You,
Sheree Smith RN

Public Health Director
Morrow County Health Dept.

Roberta Lutcher

From: Justin Nelson
Sent: Monday, December 16, 2019 9:42 AM
To: Sheree Smith
Cc: Roberta Lutcher; Darrell Green; Kate Knop; Richard Tovey
Subject: RE: EHR Purchase Request with Follow-Up documentation of EHR comparison costs/capabilities
Attachments: Rev Cover Sheet BOC Patagonia EHR 12-18-19.pdf; Patagonia Morrow County Public Health-OR Sales Agreement Ver 2.0 12Dec19....pdf; OCHIN General RFP response - Feb. 2018.docx; Exhibit S - Training Plan & Delivery Model - 02072019.docx; Draft Pricing Morrow Co.xlsx

Thank for the detailed explanation that describes the 3 different companies considered for this. As I have explained previously, price is not the only consideration for selection a service out of 3 proposals. In this case you have identified price as the issue with OCHIN EPIC and function with the issue of Netsmart. This has lead you to request an agreement with Pantagonia. I also appreciate that you have included some other counties that use Pantagonia.

With this in mind, and the attached documents, I do not have any concern with this going before the BoC.

-Justin

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

From: Sheree Smith
Sent: Sunday, December 15, 2019 11:02 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: EHR Purchase Request with Follow-Up documentation of EHR comparison costs/capabilities

Justin,

The Health Dept. has been exploring various Electronic Health Records systems for the past several months, as we are interested in purchasing a more robust system to enhance the capability of client medical records, improve immunization services, streamline billing (improve efficiency, reduce errors and result in greater revenue), and decrease duplicity in staff work time such as immunization reporting and billing.



Sales Agreement

Presented to

Morrow County Public Health-OR
12/12/2019

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204
Cary, NC 27513

Contact

Jason Suter

O: (919) 439-1251

jason@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the _____ day of _____, 20____ ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **Morrow County Public Health**, located at 120 South Main Street, Heppner, Oregon 97836. ("Client" or "Subscriber").

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.

5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).

The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

4. Term and Termination

Term. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.

1. **Termination for Cause.** Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. **Regulatory References.** A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. **Amendment.** The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. **Interpretation.** Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions**1.1 Software**

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d)). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.

4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third-party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to

individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five-year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party's indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1 Insurance: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Workmen's Compensation and Employer's Liability

| | |
|-----------------------|---|
| Workers' Compensation | AS REQUIRED BY STATUTE |
| Employer's Liability | \$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate |

Commercial General Liability

| | |
|---------------|--|
| Bodily Injury | \$1,000,000 each occurrence \$2,000,000 aggregate |
|---------------|--|

Comprehensive Automobile Liability

| | |
|----------------|-------------|
| Combined Limit | \$1,000,000 |
|----------------|-------------|

Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

\$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions

9.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Arbitration and Governing Law

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Wake County, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of law principles.

9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

ORDER FORM
Term: ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

Marketing: Client provides permission for use of Client's name in Vendor's marketing material including videos and case studies.

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|--|----------|-------------------------|--------------------------|
| <p>Includes: Named Users</p> <p>Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system.</p> <p>Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade.</p> <p>Web based, Software as a Service (SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises.</p> <p>Includes Electronic Prescription (Surescript gold certified), no separate or additional per provider charges</p> <p>Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges.</p> <p>Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades</p> <p>Patient portal (meaningful use compliant), no separate or additional charges for users</p> <p>Secure Messaging (staff to staff and agency to patient).</p> | 15 | Included | Included |
| <p>System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.</p> | | Included | NA |
| <p>Data Migration: Import of customer provided Patient Demographic data.</p> | | Included | NA |
| <p>Interface: Oregon State Immunization Registry. (ALERT IIS)</p> | | Included | Included |

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|---|----------|-------------------------|--------------------------|
| Immunization Inventory App: Vaccine tracking and inventory management. | | Included | Included |
| Pharmacy App: Designed for local health departments to automate medication dispensing, tracking, audit and inventory control. | | Included | Included |
| Electronic Patient Consent Forms with Editor Tool: Allows patients to sign all of your county's consent forms electronically. Patagonia Health will setup the initial 5 consents provided during implementation and train you to use the consent editor tool, allowing for unlimited number of patient consents to be generated. | 5 | Included | Included |
| Communicator App: Automated patient appointment reminders via text, voice and/or email. | | Included | Included |
| Electronic Fax: Allows for paperless inbound faxes with quick and easy outbound faxing. Unlimited number of fax pages. (Price is per 1 fax line). | 1 | Included | Included |
| EMR Direct Messaging: Send patient records as referrals to other providers in the community in standard CCD format. | | Included | Included |
| # of Onsite Training Days: (Note: Days quoted are per person days). | 4 | Included | NA |
| Training (Videos): Unlimited, on-demand, access by each user to built-in training videos. | | Included | NA |
| Remote Training via Web Meeting: Includes 8 hours base. Additional hours sold in 2-hour increments (4 hours min) at \$100/hour. | | Included | NA |

| Total Payments | |
|--|-------------|
| 1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date. | \$1,230.00 |
| 2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$19,210.00) + Training (\$10,000.00) + first monthly subscription fees (1 * \$1,230.00/month) = \$30,440.00. | \$30,440.00 |

5-Year Price:

| Payments | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | Total 5 Years |
|------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------------|
| Payments to Patagonia Health | \$41,510.00 | \$15,350.40 | \$15,964.42 | \$16,602.99 | \$17,267.11 | \$106,694.92 |

PAYMENT SCHEDULE OPTIONS:

OPTION A (Payment Terms):

Initial to Accept Option A: _____

(a) Upfront Payment (implementation, training and first month's payment): **\$30,440.00**

(Due within 30 days of contract date)

(b) Ongoing Monthly. First 2 months free. Each monthly Payment: **\$1,230.00**

(c) Total First Year Payments (\$30,440.00 + 9 * \$1,230.00): **\$41,510.00**

OPTION B (All Annual Payments, each year, paid in advance):

Initial to Accept Option B: _____

(a) Total Year 1 Contract Amount: **\$41,510.00**

(b) Discount on only first year total payment (2%) **- \$830.20**

(c) Total Payment after discount for Year 1: **\$40,679.80**

(Due within 30 days of invoice/contract date)

| Optional Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee | Initial to Purchase |
|---|----------|-------------------------|--------------------------|---------------------|
| Data Migration: Import of customer provided select Clinical data | | \$4,000.00 | | |
| FPAR CVR File Upload: For uploading into Ahlers System (If Patagonia Health can meet state documentation requirements). | | \$3,000.00 | \$100.00 | |
| Interface: State Disease Surveillance System. | | \$12,500.00 | \$175.00 | |
| Interface: Commercial Lab: Results Only. | | \$7,000.00 | \$100.00 | |
| Interface: Commercial Lab: Orders & Results. | | \$12,500.00 | \$150.00 | |
| Immunization Barcode Scanning Software: Barcode Scanning Software to support Immunization Inventory App. Increase speed and accuracy of immunization inventory. (Barcode Scanner to be purchased separately by the Health Department.) | | \$3,000.00 | \$50.00 | |
| Patient ID Scanning Feature: Directly scan patient ID or insurance card information into patient demographics (Scanner to be purchased by the customer) (Monthly Price is Scanner). | 1.00 | \$500.00 | \$60.00 | |


NOTES:

Pricing of optional items is guaranteed for 12 months from contract signing and can be added at any time.



<http://www.patagoniahealth.com>

SALES AGREEMENT

ACH PREAUTHORIZED PAYMENTS (DEBITS)

Starting from date ____/____/201__, I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking _____ Or Savings _____ account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME

CITY, STATE

TRANSIT/ROUTING NUMBER

ACCOUNT NUMBER

I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

NAME

PRACTICE NAME

SIGNATURE

DATE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature:

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

I DID NOT PRE-
FILL ANY INFO
AS I WASNT
SURE IF I SHOULD
ENTER MY EMAIL
FOR CONTACT / INVOICES



FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513
(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your representative with any question.

Executive Summary

Transforming health care demands both innovation and collaboration. It takes individuals and communities working side-by-side to offer relevant, integrated solutions that can be shared across the health care continuum. OCHIN is a multi-disciplinary, innovative, and professional not-for-profit corporation (501(c)(3)) headquartered in Portland, Oregon and serving health care providers, systems, and stakeholders across the nation. As a healthcare innovation center, OCHIN, Inc. focuses on using data and process improvement techniques to facilitate the change processes needed to transform health systems into learning health systems.

The OCHIN journey began in late 2000, when a collaborative of organizations, understanding the importance of a strong safety net to ensure quality healthcare services for underserved and vulnerable populations, came together to address a common set of needs. OCHIN's early role was to provide joint purchasing and technical support for four of Oregon's federally qualified health centers (FQHCs) to adopt and use electronic practice management systems. By 2003, OCHIN was funded by federal grants to expand technology offerings to include electronic health records (EHRs) and a central billing infrastructure for an increasing number of FQHCs in Oregon. With this expansion of services and a growing client list, OCHIN began the process to form as an independent nonprofit; the final approval for 501(c)(3) status came in 2004.

Today, OCHIN is one of the largest and most successful health information technology and innovation networks. Headquartered in Portland, Oregon, our 375 employees (363 FT; 11 PT/temp) currently serve over 170 organizations comprised of more than 10,000 clinicians across the nation with solutions that improve the integration and delivery of healthcare services. Our highly customized, hosted EpicCare ambulatory system EHR is currently deployed in 101 health care settings comprised of 599 clinics located in 18 states. Our OCHIN Epic members include FQHCs and FQHC lookalikes, rural health centers, behavioral health centers, school-based health centers, and public health departments. We are a nonprofit organization, and we operate on a not-for-profit basis with the aim of advancing social and community welfare. Our work is designed to ensure that all individuals, regardless of income or other socioeconomic challenges, have access to quality, safe, and informed health services that use best practices to guide care and are tailored to meet individual needs.

OCHIN is unlike any other community-based resource found within our nation. The population we serve has unique needs due to their socioeconomic status and, as a result, the tools that we provide also have unique requirements or are implemented in ways that are not standard in most healthcare settings. We support health centers that target services to treat low-income and indigent community residents who have limited or no ability to pay for services. We focus on clinics that specialize in working with high-risk populations, women and children, individuals with limited or no English proficiency, homeless youth and adults, and patients struggling with addiction and/or behavioral health needs. Our clinics serve a racially- and ethnically-diverse population, migrant workers, families and individuals living in poverty, and other at-risk groups that have historically been marginalized or ignored by the healthcare system. These clinics are taxed with high doctor to patient ratios, limited financial resources, and a sicker patient population.

OCHIN Epic

A. Overview of EpicCare Ambulatory Module

OCHIN Epic is a full scale system that is able to accommodate small to very large systems with a few to several thousand providers. As a fully integrated Practice Management and electronic medical record (EMR) system, OCHIN Epic is an intuitive, user-friendly system. OCHIN Epic is a single database that manages scheduling, billing and EMR. Unlike many other systems, all of Epic's modules were designed directly by Epic (as opposed to purchased and integrated), making the system highly functional and seamless.

Users log into Epic Hyperspace with a unique user ID and password at the beginning of each log-in session. The user role defines access to patient charts, modules, etc. Users can move about the modules seamlessly, and do not need to log in and out of separate modules each time. Additional information regarding timeout and other log-in security features can be provided.

Clinical Summary. OCHIN recognizes the importance of generating a meaningful and individualized clinical story for each patient. There are many opportunities to use the "Smart Software" features to develop shortcuts and efficiencies in the development of progress notes to allow clinicians to maximize the development of individualized clinical stories.

OCHIN Epic features a variety of you-of-the-art product functionality, including those desired by YOUR ORGANIZATION. Per our agreement with Epic, we are not permitted to provide screen shots; however, during a product demonstration, much more detailed information is provided, along with the opportunity to experience Epic visually. Below are brief descriptions representing some of the product functionality. *Note that this list is not comprehensive.*

Integration of Family, Social and Personal History into the Progress Note. All history that is entered in the patient's chart is entered into discrete fields. By documenting this information into these fields, users can easily report on the information and quickly pull it into the progress note.

Clinical Summary Page. The Clinical Summary page displays patient demographics, patient preferred pharmacies, allergies, medications, problem list, immunization history, and health maintenance information as well as medical, surgical and social histories.

Creating Favorites. Epic has the availability for Individuals to flag various orders, progress notes, and other items as favorites.

Provider Main Page Options. The Provider's "Home Workspace" allows quick access and a view of both scheduled patients for the day and the provider's In-Basket.

Problem List Generation. The problem list provides an interactive list that allows users to review several aspects of the patient's problem history. Current and past problem history displays and OCHIN Epic offer the ability to conduct "Problem Orientated Charting," add a new problem to the patient's chart, set a priority, link the problem to an episode of care, and create a chart note. A primary visit reason for billing is able to be designated with a single click. Additionally, previously listed problems remain on the problem list until they are resolved. Note that resolved problems can always be brought back up.

OCHIN Pricing Summary with Budget Considerations

| Description | Implementation (one-Time) | Maintenance (Annual) | Notes |
|--|---------------------------|----------------------|--|
| Epic Visit Licenses (PM, EMR, EDR) | \$ 42,998 | \$ 27,849 | |
| Epic Access Licenses | \$ 16,200 | \$ - | No maintenance just install cost |
| Clarity Reporting Licenses | \$ 805 | \$ 264 | This may vary depending on how many reporting staff you have. OCHIN will help your organization determine |
| Document Management Solution Licenses | \$ 6,364 | \$ 1,515 | |
| RightFax | \$ - | \$ - | \$8,000 to install & Maintenance is \$.035/page in and outbound. This is optional but we highly recommended this functionality. |
| MiPACS Licenses (Dental Imaging) | \$ - | \$ - | Dental ONLY at this time |
| System Hosting | Included | Included | |
| Build, Implementation, Training and Support | Included | Included | included support for a new install |
| Interfaces | \$ 25,200 | \$ 8,800 | Each interface scoped separately. |
| Dragon | \$ - | \$ - | \$5000 to set up, includes training. \$100/month/provider |
| Data Conversion | \$ 20,000 | \$ - | OCHIN will fully scope this for your organization. This could increase and is only a place holder |
| OCHINLink | No install cost | \$ - | Do not need |
| Electronic Consent Forms | \$ - | \$ - | first 3 at no cost, \$170 each after initial 3 |
| Capital Investment Recognition | \$ 2,500 | \$ - | N/A All new OCHIN members will pay this fee. |
| Clearinghouse - Trizetto | \$ 40 | \$ - | Maintenance is \$.55 each and .09 for each additional page. |
| Clearinghouse Provider Maintenance | \$ - | \$ 432 | Monthly cost of \$18 per provider |
| Medication File Maintenance (FirstDatabank) | \$ - | \$ 288 | Our medication files are pulled from FirstDatabank |
| Scanned material Storage Fee | \$ - | \$ - | #REF! Tiered based on estimated visit volume. See License and Product Detail tab |
| MyChart | \$ - | \$ - | 2.60 per patient and is set up at the time of Install- All patients are activated for all organizations |
| MyChart Custom Home Web Page | \$ 15,000 | \$ 5,000 | MyChart Custom web page - OCHIN can explain and walk your organization through different options. |
| TES Training Environment Access | \$ - | \$ - | Pricing based on number of training patients. No install cost, just maintenance. "Sandbox" environment that closely mimics PRD but without real data or PHI. |
| West/Televoix - Patient Messaging | \$ - | \$ - | \$.15 per call/txt- Install cost of \$990 Waived if using OBS - Patient reminder tool is highly recommended |
| Network Connectivity | \$ - | \$ - | Billed at actual - OCHIN will assist with quote and explore possible FCC subsidy possibilities. Place holder only and can go up and change |
| Integrated Devices | \$ - | \$ - | OCHIN will scope and review with your organization - Please note that not all device will integrate with Epic, even when their vendors say that their device(s) will. Please talk to OCHIN prior to purchasing any new devices that you want to integrate with Epic. |
| EPCS (Electronic Prescribing of Controlled Substances) | \$ - | \$ - | Required to contract with third party vendor, TrustCommerce to implement EPCS. |
| PDMP | \$ - | \$ - | If in non-funded state, additional pass-thru fees to Appriss |
| Credit Card Integration | \$ - | \$ - | Required to contract with third party vendor, TrustCommerce to Implement Credit Card Integration. No cost for OCHIN Setup. One Time Setup - \$99 Includes use of 3 Customer IDs |
| Third-Party Hardware | \$ - | \$ - | OCHIN will review with your organization to verify |
| Travel Expenses (reimbursed at cost) | \$ 0 | \$ 0 | OCHIN Staff Travel billed at actual - This is an estimate only. OCHIN can provide a detailed estimate |
| Reserve budget | \$ - | \$ - | 10% of total expected implementation costs. OCHIN recommends this to all of our customers to plan ahead for any unforeseen costs. For your budget only. |
| Grand Total Net Costs | \$ 129,107 | \$ #REF! | |
| Net to OCHIN | \$ 129,107 | \$ #REF! | |

OCHIN Maintenance Costs (Annual)

This is confidential information intended for the recipient only

| Epic Visits and Licenses | Cost | Units | Total (Annual) |
|---------------------------------|---------|-------|------------------|
| Epic Visits | | | |
| Practice Management (PM) | \$ 2.46 | 6,615 | \$ 16,273 |
| Electronic Medical Record (EMR) | \$ 1.75 | 6,615 | \$ 11,576 |
| Electronic Dental Record (EDR) | \$ 1.75 | - | \$ - |
| Epic Visit SubTotal | | | \$ 27,849 |

| Product or Service | Cost | Units | Total |
|--|------------------|---------|--|
| Clarity Reporting Licenses | | | |
| Designer License | \$264 | 1 | \$ 264 |
| Document Management Solutions | | | |
| High Capacity Scanning License (includes 1 Index license) | \$249 | 1 | \$ 249 |
| Additional Indexing station license (1 needed per additional indexing station) | \$ 75 | 0 | \$ - |
| Front Desk Integrated Scanning License - (1 per Seat) | \$ 300 | 2 | \$ 600 |
| Concurrent viewing licenses (about 6 users per 25,000 visits) | \$ 83 | 2 | \$ 166 |
| Scanned Material Storage Fee (based on grid - see contract) | \$ 500 | 1 | \$ 500 |
| Rightfax | \$ 0.035 | 0 | \$ - .035 per page in/outbound |
| MIPACS License Pack (Dental Imaging) | | | |
| Tier 1 (1-5 Workstations) | \$ 1,950 | 0 | \$ - |
| Tier 2 (6-9 Workstations) | \$ 2,950 | 0 | \$ - |
| Tier 3 (10-19 Workstations) | \$ 3,850 | 0 | \$ - |
| Tier 4 (20-35 Workstations) | \$ 4,500 | 0 | \$ - |
| Lab Interfaces | | | Per scoped interfaces from implementation - This can vary per lab but Quest or Labcorp is \$1,200. Other interfaces are about 20% of development cost. |
| Quest or Labcorp | \$1,200 | 1 | \$ 1,200 |
| OSPH | \$1,600 | 1 | \$ 1,600 scoping required |
| Cyto | \$1,600 | 1 | \$ 1,600 scoping required |
| Interpath | \$1,600 | 1 | \$ 1,600 scoping required |
| Good Shepherd | \$1,600 | 1 | \$ 1,600 scoping required |
| Other Interfaces - ***Scoping required | | | |
| 340B | \$1,200 | 0 | \$ - daily \$2,160, weekly \$1,440, monthly \$1,200 |
| HIE | | 0 | \$ - No Maintenance fee |
| State Immunization Interface | \$1,200 | 1 | \$ 1,200 |
| Networking/Connectivity | \$0 | 0 | \$ - |
| OCHIN Billing Services (OBS) | % of Collections | 0 | \$ - 5.5% of revenue received and .5% additional for coding support *see detail sheet- This would be a Maintenance cost only. This is optional but recommended. OCHIN will review with your organization |
| Clearinghouse Maintenance (statement fee) | Billed @ Actual | | Billed at actual - \$.55 per patient statement and \$.09 for each additional page - mailed |
| Clearinghouse Maintenance (provider fee) | \$216 | 2 | \$ 432 \$18 per provider/per month (\$216 annually) |
| West/Televoix Patient Messaging | 15/message | 0 | |
| OCHINLink | \$6,000 | 0 | \$ - 6,000 annual fee/500month |
| Dragon | \$1,200 | 0 | \$ - |
| MyChart - MyChart fee is per Active MyChart Patient | \$2.60 | 0 | \$ - Per active patient per year -- enter patient estimate |
| MyChart custom home web page | \$5,000 | 1 | \$ 5,000 |
| Medication File Maintenance (per provider) | \$144 | 2 | \$ 288 Medication files are from FirstDatabank |
| Training database access | | | \$ - Pricing based on number of training patients. No install cost, just maintenance. "Sandbox" environment that closely mimics PRD but without real data or PHI. |
| Integrated Devices | | | |
| MidMark EKG - Device Virtual Channel | | | |
| MidMark SPRO - Device Virtual Channel | \$600 | 0 | \$ - \$600 annual maintenance can include as many devices as member would like |
| MidMark VITALS | | | |
| EPCS | | | |
| Duo Token (one required per provider) | \$4.16 | 0 | \$0 |
| ID Validation | \$0 | 0 | \$0 No Maintenance |
| EPCS Key Fobs (sold in packs of 10 for \$200 + Shipping) | \$0 | 0 | \$0 No Maintenance |
| Credit Card Integration | \$0 | 0 | \$0 Contractual requirement to setup credit card integration with third party vendor TrustCommerce |
| PDMP | \$1,200 | 0 | \$0 |
| Additional Hardware | | | |
| Topaz Signature Pad | \$58 | 0 | \$ - |
| Web Camera (Microsoft HD-6000) | \$6 | 0 | \$ - |
| Front Desk Scanner (Brother Dmobile 600) | \$11 | 0 | \$ - |
| Annual Maintenance Costs | | | \$ 44,148 |
| | | monthly | \$ 3,679.01 |

| Item | Description | Detail Description |
|-----------------------------------|--------------------------------|--|
| Epic Access License | Cache License Pack | This pack fee includes Cache, Windows Client Access License, Terminal Server Client Access License and Citrix License fee. These are concurrent licenses. These licenses are the bridge connecting user workstation to OCHIN Epic Hyperspace. |
| Clarity Designer | Clarity Maintenance Fee | This line item appears each month, and is 1/12 of your annual Clarity Designer license maintenance fees. A Clarity Designer license is a per user license that allows a person to create and publish Clarity reports. |
| Clarity Scheduler | Clarity Maintenance Fee | This line item appears each month, and is 1/12 of your annual Clarity Scheduler license maintenance fees. A Clarity Designer license is a per user license that allows a person to schedule and run Clarity reports. |
| TriZetto | TriZetto Provider Solutions | This is the sum total of all charges associated with the processing of claims through OCHIN's clearinghouse partner, TriZetto. These charges include monthly maintenance associated with each active rendering provider, fees associated with the sending of patient statements and provider activation fees. |
| Connectivity | Connectivity | This is the monthly maintenance fee to support backup connectivity via your internet service through the OCHIN router. |
| Connectivity | Integra Telecom | This invoice item represents is the monthly maintenance charges for network connectivity charges. Not all customers see this on their OCHIN invoice, as most organizations have negotiated and executed their own contracts directly with Integra Telecom. |
| Dentrix | Health Choice Network, Inc | This line item represents HCN charges that flow from Health Choice Networks through OCHIN to your organization. This only affects organizations that contract through OCHIN to Health Choice Networks. |
| EMR Visits | EMR-Visit User fees | This line item represents your charges for use of the EpicCare Ambulatory module, and is based on the previous month's total number of billable visits[1] for your organization. If you'd like to see the details of these charges, they are available on the OCHIN Monthly Invoice Report within Business Objects. Your staff with a Clarity Scheduler license can run this report. |
| Medication File Maintenance | First Data Bank | This is a line item that appears quarterly, and represents your organizations portion of the fees OCHIN pays to First Data Bank, which is the drug database we use within Epic. Your organization's portion is based upon the number of providers that prescribed a pharmaceutical in the EpicCare system over the period in question. |
| My Chart | My Chart | OCHIN incurs an annual fee for each active patient using the Epic MyChart patient portal. OCHIN passes the fee onto the organization that signed the patient onto MyChart. This item represents each the annual fee for each patient that was signed up or was renewed in the previous month. |
| OBS Service | OBS Service | This is a line item that appears on invoices of those members for which OCHIN provides billing services, and represents the charges for this service as dictated in the OCHIN contract. |
| OCHINLink | OCHINLink | This line item appears each month and is the fee for having OCHINLink enabled which. OCHINLink is the tool that allows a designated Outside Entity electronic access to PHI necessary to perform its care coordination, care planning and chart review duties. |
| Concurrent viewing licenses | Scanner License Maintenance | This line item appears each month, and is 1/12 of your annual Hyland OnBase Front Desk Scanning license maintenance fees. Licenses required for ability to view scanned documents in patient's record. |
| Front Desk Scanner Maintenance | Scanner License Maintenance | This line item appears each month, and is 1/12 of your annual Hyland OnBase Front Desk Scanning license maintenance fees. Scan in documentation, including ID and insurance cards needed quickly and easily at check-in. |
| Indexing Only Scanner Maintenance | Scanner License Maintenance | This line item appears each month, and is 1/12 of your annual Hyland OnBase Indexing license maintenance fees. Indexing application is where patients keywords and QA is completed before uploading to Epic. |
| Scanner License Maintenance | Scanner License Maintenance | This line item appears each month, and is 1/12 of your annual Hyland OnBase scanning license maintenance fees. A Scanner License is a per workstation license for each workstation setup with OnBase scanning product. Scanning is an application that sits locally on selected clinic PC's where medical record users scan in patient data in batches. Also includes "indexing" functionality |
| Televox | Televox Software, Inc | This line item represents your charges for automated Text and Call messages |
| PM Visit Counts | PM-Visit User Fees | This line item represents your charges for use of the EpicCare Ambulatory module, and is based on the previous month's total number of billable visits for your organization. If you'd like to see the details of these charges, they are available on the OCHIN Monthly Invoice Report within Business Objects. Your staff with a Clarity Scheduler license can run this report. |
| MIPACS Imaging Maintenance | Integrated Imaging with Wisdom | This line item represents 1/12 th of your annual MIPACS imaging maintenance fees. MiPACS maintenance fees are determined by the number of, and tier of license pack(s) you have purchased. The number of license packs and tier which you select are determined by the number of workstations that require access to imaging at each of your dental locations. |

OCHIN Billing Services - .5 additional percent includes coding support. Not actual coding but OCHIN will add additional rules and automation to filter possible coding errors and then send them to workqueues for review by a certified coder. The coder will then send back to provider for further review and possible corrections. The OBS team will also look from patterns and trends to provide feedback to the organization to help support providers ongoing.

OCHIN Billing Services (OBS)

Indexing Only licenses are optional for members who would like more users to access the Indexing client without having to pay the full price for a Back Office (High Capacity) Scanning license. The Indexing Client is used for associating patient metadata to scanned documents so they can then be sent to the chart in Epic. Back Office Scanning licenses already have this license built in, so Indexing Only licenses aren't required.

Scanning/Indexing Use Case Example: Scan/Index Use Case

For example, one of our current members scan all their documents at their remote sites, and indexes them at their central location. They purchased more Indexing Only licenses so they don't have to pay for the full Back Office Scanning price since they won't be using the Back Office Scanning Client.

Unlike Back Office Scanning and Front Desk Scanning licenses, Indexing only licenses are concurrent, so they don't need to be assigned to a workstation.

Scanned Material Storage Fee

Member pays OCHIN fee for scanned materials in an annual amount based on projected visit volume

- 0-20k = \$500
- 20-40k = \$750
- 40-60k = \$1,000
- 60-80k = \$1,500
- 80-100k = \$2,000
- 100-150k = \$2,500
- 150-200k = \$3,000
- 200-300k = \$3,500

Exhibit S

OCHIN Epic Install Training Plan

Included: OCHIN will use a mix of traditional classroom, web-based classroom, and online training delivery models to provide training to your staff who will be utilizing OCHIN Epic software on a day-to-day basis, such as providers, nurses, front desk staff, billers, and Site Specialists. Please note that traditional model trainings have a maximum class size of 12 trainees per cohort.

Not Included: OCHIN will not provide training to staff will not utilize OCHIN Epic software on a day-to-day basis, such as your human resource, IT, marketing, or payroll staff. OCHIN members are responsible for providing Epic training to their own staff after the install period is complete, whether by hiring internal Epic training staff or by contracting with the OCHIN Learning Institute to meet your ongoing Epic training needs.

Site Specialist training will be provided as a combination of remote and onsite training. OCHIN will provide the trainings from the following list which are applicable to your organization. Additional training options are provided also for consideration for which an option may include on site at OCHIN but additional options will be provided via WebEx/Remote.

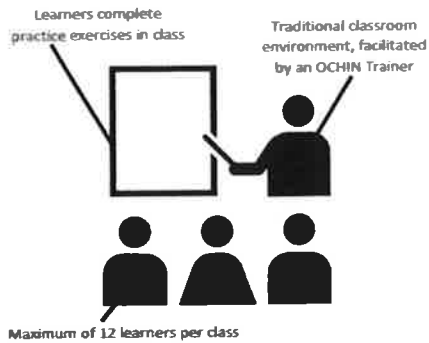
| Course Title | Course Description | Location | Course Length |
|--|--|----------------------------|--|
| PM Super User Training | Prepares front desk super users and Site Specialists for assisting with Practice Management (PM) workflow decision-making, facilitating PM end user training, and providing go-live support to peers. Occurs shortly after the Training Kickoff. | On-site (Your Location) | 16 hours |
| PM End User Training Front Desk Foundations Appointment Scheduling | Prepares front desk end users to use the Prelude application for patient registration and the Cadence application for patient scheduling. Occurs immediately prior to go-live. | Online | 8 hours |
| PM Ancillary Trainings | Prepares staff whose primary job duties include: <ul style="list-style-type: none"> • Scheduling Templates • Referral Work Queue • Release of Information (ROI) • Scanning & Indexing | On-site (Your Location) | <ul style="list-style-type: none"> • 8 hours • 4 hours • 2 hours • 2 hours |
| EHR Super User Training | Prepares clinical super users and Site Specialists for assisting with clinical workflow decision-making, facilitating EHR end user training, and providing go-live support to peers. Occurs shortly after the Training Kickoff. | On-site (Your Location) | 24 hours |

| | | | |
|--|---|--|--|
| EHR End User Training Provider Foundations Support Staff Foundations | Prepares providers and clinical support staff (nurses and medical assistants) to use the EpicCare application for medical charting. Occurs immediately prior to go-live. | Online | 8 - 10 hours |
| EHR Navigator Trainings | Prepares specialists to use one of the following specialty navigators in the EpicCare application: <ul style="list-style-type: none"> Behavioral Health Case Management Navigator HIV Navigator OB Navigator Optometry Navigator | On-site (Your Location) | 4 hours each |
| Wisdom Scheduling | Prepares front desk staff to schedule dental appointments and procedures and to send dental x-rays. Occurs immediately prior to go-live. <i>Dental scheduling staff must complete PM End User prior to taking this course.</i> | On-site (Your Location) | 2 hours |
| Wisdom Back Office End User Training | Prepares dentists and dental support staff (hygienists and dental assistants) to use the Wisdom application for dental charting. Occurs immediately prior to go-live. | On-site (Your Location) | 6 hours |
| Live Claims Testing | Prepares billing super users for testing the billing system with real claims. Occurs 90 days prior to go-live and is presented in the following series: <ul style="list-style-type: none"> Live Claims Testing 1: Registration Live Claims Testing 2: Charges Live Claims Testing 3: Payment Posting | Web-based (LCT1 and LCT3) On-site (Your Location) (LCT2) | LCT1: 8 hours LCT2: 24 hours LCT3: 8 hours |
| Billing Foundations I | Prepares billing staff to use the Resolute application for billing and claims processing – Part One. Occurs the week of go-live. | On-site (Your Location) | 28 hours |
| Billing Foundations II | Prepares billing staff to use Resolute – Part Two. Occurs three weeks after go-live. NOTE: OCHIN Billing Services clients receive a shorter version. | On-site (Your Location) | 24 hours |
| Billing Manager Training | Prepares billing leadership to use the Graph Package, Finance Dashboard, and Financial Cubes to effectively manage your clinic's revenue cycle. | Web-based | 6 hours |
| Reporting Training | Prepares reporting staff to use Reporting Workbench and Healthy | On-site (Your Location) | 16 hours |


| | | | |
|------------------------------------|---|----------------------------|----------|
| | Planet to author and run reports. Occurs before go-live. | | |
| Clarity 1: General Tables | Prepares report writers to use Clarity and Business Objects to author and run reports. This course is only provided to Business Objects Designer license holders; participants should take all four Clarity courses. | Web-based | 3 hours |
| Clarity 2: Clinical Tables | Prepares report writers to use Clarity and Business Objects to author and run reports. This course focuses on clinical tables specifically. This course is only provided to Business Objects Designer license holder; participants should take all four Clarity courses. | Web-based | 5 hours |
| Clarity 3: Financial Tables | Prepares report writers to use Clarity and Business Objects to author and run reports. This course focuses on financial tables specifically. This course is only provided to Business Objects Designer license holder; participants should take all four Clarity courses. | Web-based | 4 hours |
| Site Specialist Orientation | Prepares new Site Specialists for their role and for using OCHIN's Wiki and JIRA tools. | Web-based | 2 hours |
| Site Specialist Foundations | Prepares Site Specialists to use Site Specialist-only areas of Epic, including: <ul style="list-style-type: none"> • User Security • WebTools: Workstations, Printers, Order Transmittal, and Destination Maps • Printer Troubleshooting • Preference Lists • Patient Letters • Smart Phrases • Patient Merge • Lot Manager • Smart Lists • Record Viewer • Fee Schedule • Provider Master File • Chart Corrections • Referral Rules (optional) • In Basket Pools (optional) • Visit Types (optional) | On-site (Your Location) | 28 hours |


OCHIN Training Models

Traditional Training Model



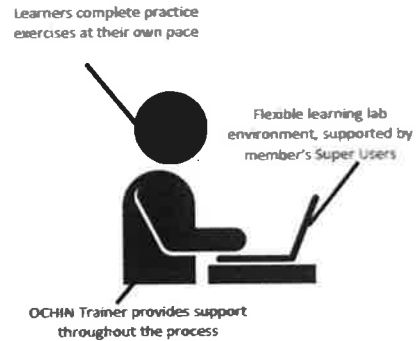
 **Standardized course options.** Content cannot be customized to fit specific job roles.


 **Synchronous learning.** Learners complete coursework at the same pace as classmates.


 **Learners attend one, eight-hour class.**


 **No additional practice exercises** are available after class is complete.


Online Training Model



 **Flexible course options.** Ability to "mix and match" content modules to fit unique roles.

 **Asynchronous learning.** Learners complete coursework at their own pace.

 **Learners attend multiple, short sessions** over a series of days or weeks.

 **Additional exercises and training environment** are available so learners can practice as much as they need.



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

(For BOC Use)
Item #
5c

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

Staff Contact: John A. Bowles
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5102
Requested Agenda Date: 12-18-20109

Vehicle Purchase Authorization

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: 101-113-5-40-4413
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bowles 12-13-2019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

All vehicles are replaced on rotation.

2020 Dodge Durango \$32,172.91

Replacing vehicle (On Rotation) and will be the K-9 vehicle. We have this vehicle and started outfitting.

2019 Dodge Charger \$24,776.27

Replacing totaled vehicle. We have this vehicle and will start outfitting.

2019 Dodge Ram 2500 \$29,006.31

Replacing vehicle (On Rotation) cost of this vehicle will be reimbursed by the City of Irrigon and turned over to them in 2022-2023. We have this vehicle and will start outfitting.

We have the above three vehicles.

2020 Dodge Durango \$32,139.00 vehicle is ordered (In Stock). This is the vehicle budgeted out of Parole and Probation funding. 510-113-5-40-4413

2019 Dodge Ram 1500 \$28,765.11 vehicle is ordered, replacing vehicle (On Rotation).

2019 Dodge Ram 1500 \$27,974.18 vehicle is ordered, replacing vehicle (On Rotation).

2019 Dodge Charger \$24,642.60 vehicle is ordered, replacing vehicle (On Rotation).

All ordered vehicles are included in our current budget.

2. FISCAL IMPACT:

Outlined above

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

Move to purchase the listed above vehicles as they are delivered.

Attach additional background documentation as needed.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

| |
|---|
| (For BOC Use) Item # 5d |
|---|

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

Presenter at BOC: Matt Scrivner
 Department: Morrow County Public Works
 Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9500
 Requested Agenda Date: 12/18/2019

Airport Advisory Committee member appointment

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

| | |
|--|--|
| <input checked="" type="checkbox"/> N/A | <u>Purchase Pre-Authorizations, Contracts & 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:

| | | | |
|-----------|---------------------------------|---------------------|--|
| _____ | 12/16/19 <small>DATE</small> | Department Director | Required for all BOC meetings |
| _____ | 12/16/19 <small>DATE</small> | Administrator | Required for all BOC meetings |
| _____ | <small>DATE</small> | County Counsel | *Required for all legal documents |
| _____ | <small>DATE</small> | Finance Office | *Required for all contracts; other items as appropriate. |
| _____ | <small>DATE</small> | Human Resources | *If appropriate |

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

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

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

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

Morrow County Airport advisory has a seven person committee with alternates. Public Works is working to fill in these open spots.

Attached you will find the current listing and the representation,

Adding to the current list is an alternate representative with Tenant/Pilot Bill Jepsen and which will be a three year term and Commence on December 31, 2021.

With the newly appointed committee, the Bylaws will be presented to the BOC and would like the Board to accept the committee with the following representation in attached. These terms are staggered at this time.

2. FISCAL IMPACT:

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

Motion to accept and delegate the individual who sent application for the representation to start with the Airport Advisory Committee. And to accept the Committee start dates as presented.

Attach additional background documentation as needed.

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner Eric Imes
Director Asst. Road Master

Sandi Pointer Kirsti Cason
Management Asst. Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 11/19/19
Name: WILLIAM R JEPSEN
Address: PO BOX
Mailing Address: HEPPNER, OR 97836
E-mail Address: u
Telephone:
Work: 541 -
Cell: 541 -
Home: 541 -

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: PILOT/TENANT

Morrow Co. At Large/Citizen, Emerg. Mgmt.

Economic Dev., Pilot/Tenant, Business User

Name: WILLIAM R JENSEN

Occupation: RETIRED FARMER

Availability: BOTH
day, evenings or both?

Briefly state why you would like to serve on Morrow County Airport

Advisory Committee:

I WILL BE LIVING IN MORROW COUNTY FOR ONE MORE YEAR AND WOULD LIKE TO SERVE AS AN ALTERNATE.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

I RENT HANGAR 106
I FLY AT LEAST ONCE A WEEK
HAVE BEEN A SMALL BUSINESS OWNER FOR 40 YRS,
WOULD LIKE TO SEE USE OF THE AIRPORT GROW

Please list personal and/or professional interest relevant to this Committee:

- 1 PRIVATE PILOT
- 2 OWNER OF A PRIVATE PLANE
- 3 SON ERIC ALSO FLIES INTO AND OUT OF 959
- 4 ALWAYS INTERESTED IN IMPROVING THINGS

11/19/2019

Morrow County Board of Commissioners
PO Box 788
100 South Court Street
Heppner, OR 97836

Dear Board of Commissioners:

My name is Bill Jepsen and I was raised on the family farm south of Lone and have been a resident of Morrow County for the last 30 years. I am also an avid pilot and keep a Cessna 172 at Lexington. This letter is to encourage the board to approve the building of more hangar space at the airport.

I have been renting hangar 106 for six years now. I was on a waiting list for about a year and fortunately there was an opening which I took. To my knowledge only one of the hangars have changed renters since that time and there is a waiting list of at least four people for a spot to open up. If the County were to build a set of hangars they could be immediately rented to start paying back the cost of construction.

General aviation (small private planes for the most part) has fallen on hard times for over thirty years. I fly weekly and visit a lot of small airports. Most of them are like ghost towns with few planes and little activity. I believe that Lexington has the potential to become an airport with a lot happening. One of the first things needed are more hangars to attract more planes and pilots. The FAA will not grant money for hangars, so that is not an option in the future.

If you build it they will come!

Thank you for considering this opportunity.

Sincerely,

William R Jepsen
PO box
Heppner, OR 97836
Phone: 541-
Cell: 541-
Email:

- Airport Advisory Committee Members -

| Representing | Representative | Alternate | Term | Appointment | End Term | End of 2nd Term |
|----------------------|---------------------|------------------|---------|-------------------|---------------------|---------------------|
| Emergency Management | Bowels, John | Puntenney, Steve | 3 years | January 1st, 2020 | December 31st, 2020 | December 31st, 2023 |
| Economic Development | Bates, Sheryll | | 3 years | January 1st, 2020 | December 31st, 2020 | December 31st, 2023 |
| Tenant/Pilot | VanArsdale, Barbara | Bill Jepsen | 3 years | January 1st, 2020 | December 31st, 2021 | December 31st, 2024 |
| Member @ Large Co. | Seitz, Wayne | | 3 years | January 1st, 2020 | December 31st, 2021 | December 31st, 2024 |
| Business User | Boyer, John | Woods, Sean | 3 years | January 1st, 2020 | December 31st, 2022 | December 31st, 2025 |
| Member @ Large Co. | TenEyck, Ragna | Wolff, Tom | 3 years | January 1st, 2020 | December 31st, 2022 | December 31st, 2025 |
| Public Works Rep. | Pointer, Sandi | Scrivner, Matt | | | | |

VACANT

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

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

Morrow County Lexington Airport has been operating with a limited advisory committee and Bylaws aren't available. Meeting on August 29, 2019 it was decided to develop a strong committee and Bylaws for this committee. Discussion on the positions that need to have representation were discussed with a seven (7) individual representation from Emergency Management, Economic Development, Tenant/Pilot, Public Works staff, Business Owner which uses the airport and two Members at Large. You will find the listing of the current representation and their term dates, and need to have the acceptance of the term dates to start the committee.

This committee worked closely together and developed the Bylaws to continue to conduct advisory information needed.

2. FISCAL IMPACT:

N/A

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

Motion to accept the term dates as presented with the Morrow County Airport advisory bylaws.
Resolution to adopt the bylaws.

Attach additional background documentation as needed.

**BYLAWS
OF THE
MORROW COUNTY LEXINGTON AIRPORT
ADVISORY COMMITTEE**

**ARTICLE I
Purpose and Formation**

Section 1 - Formation. The Morrow County Board of Commissioners (“BOC”) hereby establishes an Airport Advisory Committee (“Committee”) for the Morrow County Lexington Airport (“Airport”) in the County of Morrow (“County”). The Committee shall be governed by these Bylaws and shall conduct business as set forth herein.

Section 2 - Advisory Status Only. All power to make law or policy concerning the Airport is reserved to the BOC. The Committee shall act in an advisory capacity only.

Section 3 - Purpose. The purpose of the Committee is to allow for citizen input on various issues facing the Airport, including but not limited to: expansion, funding, safety regulations, customer service, public education on the advantages of a County-owned airport, identification and privatization of future needs, and generating ideas for growing Airport utilization.

**ARTICLE II
Membership of Committee**

Section 1 – Appointment of Members. After Public Works notifies the BOC of the need to fill Committee position(s), Public Works shall publicize the Committee position in accordance with state law. Public notice shall set out the requirements and guidelines for approval and appointment by BOC.

Section 2 – Membership. The Committee shall consist of seven Members, approved and appointed by the BOC, and each Member shall serve a three year term that commences on January 1 and expires on December 31 three years later. The Committee shall consist of the following representatives:

- a. One (1) representative from Economic Development;
- b. One (1) representative from the Business User sector;
- c. One (1) representative from the Public Works staff;
- d. One (1) representative from County Emergency Management;
- e. One (1) pilot who utilizes the Airport shall represent the Tenant/Pilot sector; and
- f. Two (2) Members at Large;

Section 3 – Alternates. Each Member shall have an Alternate approved and appointed in the same manner as set forth in Section 1 of this Article. If a voting Member is unavailable for a meeting, then the Member’s designated Alternate shall participate at the meeting as a voting Member. The term “Member” includes an Alternate who is acting as a voting Member.

Section 4 - Vacancies. If a Member resigns or a vacancy otherwise occurs, the remainder of the Member’s unexpired term shall be filled by the Member’s Alternate. If the Member’s Alternate is not available, then such vacancy shall be filled under Section 1 of this Article.

Section 5 - Removal. The BOC may at any time remove a Member of the Committee. The resulting vacancy shall be filled in the manner set forth in Section 1 of this Article. The vacancy shall not be filled with any person previously removed from the Committee by the BOC.

ARTICLE III Meetings

Section 1 - Regular Meeting. Regular meetings of the Committee shall occur at a place and time as determined by Members or Staff. Notice of regular meetings shall be provided by e-mail to the Members, Alternates, and the BOC at least seven days prior to each regular meeting. Meetings shall be conducted two times a year.

Section 2 - Special Meeting. Special meetings of the Committee may be called by a majority of the Members present at a regular meeting or by the Staff. Such meetings shall be held at a place and time as directed by the Staff or Committee and stated in the Notice of Special Meeting. Any request for a special meeting shall state the purpose of the proposed special meeting. Notice of any special meetings shall be provided by e-mail to the Members, Alternates, and the BOC at least seven days prior to any such special meeting.

Section 3 - Notice of Meetings. In addition to the notice required by these Bylaws, notice of any regular or special meeting, shall be provided to the public as required by state law.

Section 4 - Quorum. Four Members will constitute a quorum for the transaction of business. Action by the Committee shall be taken upon the assent of a majority of the Members present at a meeting at which a quorum is present.

Section 5 - Conduct of Meetings. Meetings of the Committee shall be presided over by the Staff.

Section 6 - Telephonic Conferences. A Member may participate in a meeting of the Committee by a conference telephone or similar communication equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment, and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this Section 6 constitutes presence in person at the meeting.

ARTICLE IV
Staffing

Section 1 - Public Works Office. Public Works staff shall generate all agenda items, organize meeting locations and furnish all needed informational documents to the Members and Alternates, seven days prior to the meeting. Staff is considered one voting member. Staff will record all minutes, motions and actions.

ARTICLE V
Notices

Section 1 - Notices. Any notice required by statute or these Bylaws to be given to the Members shall be sufficient if delivered to the Member by e-mail or first class mail at the Member's address as set forth in the records of the Committee and such notice shall be deemed to have been given at the time of mailing.

ARTICLE VI
Amendments

Section 1 - Amendments. If changes to the Bylaws are approved by a majority of the Members, the Committee may suggest such changes to the BOC.

Signed and Adopted this 18th day of December 2019.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

County Counsel

Don Russell, Commissioner

**Morrow County Board of Commissioners Meeting Minutes
October 2, 2019
Bartholomew Building, Upper Conference Room
Heppner, Oregon**

Present

Chair Jim Doherty

Justin Nelson, County Counsel

Commissioner Melissa Lindsay

Karmen Carlson, Human Resources Director

Commissioner Don Russell

Roberta Lutchter, Executive Assistant

Darrell J. Green, Administrator

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

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, October 3rd, \$178,439.85; Void Check, September 27th, \$1,236.38*
2. *Minutes: August 28th*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Discussion - Compensation Board Appointments

Karmen Carlson, Human Resources Director

Ms. Carlson explained two openings exist on the Compensation Board. They are positions formerly held by Kevin Ince and Andy Fletcher. The Commissioners requested the vacancies be publicly advertised. Ms. Carlson said she would return on November 13th with any resulting letters of interest.

OR-2019-13 – Appointing Members to the Board of Property Tax Appeals & Intergovernmental Agreement (IGA) with Gilliam County for the Exchange of Appraiser Services for Board of Property Tax Appeals (BOPTA)

Bobbi Childers, Clerk

Ms. Childers explained the IGA is an annual agreement in the event either County needs an independent appraiser for cases in which a citizen appeals a tax value.

Chair Doherty noted a member of BOPTA has served for quite a while and asked if members should reapply, in order to be consistent with past practice when appointing members to other boards/committees.

Ms. Childers discussed the training required and the fact members cannot serve on the board of a taxing district. However, there is an exception, she said. The Governing Body representative (Commissioner Russell) does have the ability to serve on a taxing district board.

Chair Doherty said it was important to understand the unique requirements and thanked Ms. Childers for the clarification.

Commissioner Lindsay moved approve:

1. *Order No. OR-2019-13 – In the Matter of Appointing Members to the Morrow County Board of Property Tax Appeals, terms to be October 15, 2019-June 30, 2020:*
 - a. *Don Russell appointed as a member of the County Governing Body Pool and as Chairperson*
 - b. *Ed Rollins and Dean Kegler as members of the Non-Office-Holding Pool*
2. *Intergovernmental Agreement between Morrow County and Gilliam County (each County's Tax Assessor to act as an independent appraiser for the other County in BOPTA cases).*

Commissioner Russell seconded. He then noted he should abstain as a member of BOPTA. Chair Doherty seconded the motion. Aye: Chair Doherty and Commissioner Lindsay. Abstained: Commissioner Russell. Motion carried.

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay began by presenting a gift to Commissioner Russell on behalf of her former high school principal, Trevor Russell, with whom she recently had a meeting in Prineville. She explained Mr. Russell is a relative of the Commissioner and he asked Ms. Lindsay to deliver two birdhouses he made. Ms. Lindsay said Mr. Russell is on a “mission” to bring back bluebirds to Oregon and has made and donated 3,500 birdhouses.

Ms. Lindsay then provided an update of activity at CCS in the previous quarter of the year. Multiple documents and reports were presented and discussed. Some discussion highlights included:

- People who commit suicide have a significant amount of contact with the health care community in the months before they die. Despite that, most in the medical community aren't performing a suicide screening, even for people taking anti-depressants. She said CCS is working with Pioneer Memorial Clinic and Columbia River Health to see if they are willing to do things differently when it comes to screening for suicide. CCS also made the decision to sponsor a training, “internally and externally,” called QPR. It stands for Question, Persuade, Refer and provides tools for people to have a conversation with someone who is feeling suicidal, she said. CCS will provide it for all its staff members.
- CCS now offers Mend, a software platform that allows patients the option to be seen remotely for sessions using a smartphone, tablet or computer.
- Funding for school-based counseling is anticipated to increase from the State of Oregon and the Morrow County School District. This will mean a counselor will be available in every school since the Ione School District has dedicated funding through the School Based Health Center for a ¾ time person located there.

Discussion – Airport Advisory Committee Appointments

Matt Scrivner, Public Works Director

Sandi Pointer, Public Works Management Assistant

Mr. Scrivner and Ms. Pointer discussed efforts to advertise the vacancies on the committee and reviewed the nine letters of interest submitted. Discussion.

Commissioner Lindsay moved to appoint the following members to the Airport Advisory Committee, noting the Board will need to review and approve the bylaws:

- 1. Undersheriff John Bowles as the Emergency Management Representative*
- 2. Steven Puntenny as the Emergency Management Alternate*
- 3. Sheryll Bates as the Economic Development Representative*
- 4. Barbara Van Arsdale as the Tenant/Pilot Representative*
- 5. Sean Wood as the Tenant/Pilot Alternate*
- 6. John Boyer as the Business User Representative*
- 7. Sean Wood as the Business User Representative Alternate*
- 8. Sandi Pointer as the Public Works Representative*
- 9. Matt Scrivner as the Public Works Representative Alternate*
- 10. Wayne Seitz as the Member at Large, Position 1*
- 11. Thomas Wolff as the Member at Large, Position 1, Alternate*
- 12. Ragna TenEyck as the Member at Large, Position 2*
- 13. Thomas Wolff as the Member at Large, Position 2, Alternate*

Commissioner Russell seconded. Unanimous approval.

The Board agreed by consensus to designate Commissioner Lindsay as its representative on the Airport Advisory Committee and Commissioner Russell as the alternate.

Award Bid for Surveying & Engineering Services

Matt Scrivner

Mr. Scrivner explained Public Works issued a Request for Proposals for Surveying & Engineering Services and received one response. The response was reviewed by a five member panel and the recommendation was to award the bid to Anderson Perry & Associates, Inc. He added the firm currently doing this work for the County, Ferguson Surveying & Engineering, will subcontract to Anderson Perry on County projects but Anderson Perry will be the lead as the contractor.

Commissioner Russell moved to award the bid for Surveying and Engineering Services to Anderson Perry and Associates, Inc. Commissioner Lindsay seconded. Unanimous approval.

Acceptance of Right-of-Way Dedication in the Irrigon Area, Billy Griffin, Applicant

Carla McLane, Planning Director

Ms. McLane explained the particulars of the easement dedication and said while it is a public road with the County having authority over it, it is not a County road. This will be the first of multiple requests for dedication, she added. Discussion.

Commissioner Russell moved to accept the Road Right-of-Way Dedication over the existing easement as shown on the Partition Plat submitted, as required by Land Partition LP-N-462. Commissioner Lindsay seconded. Unanimous approval.

Discuss Plans for the Association of Oregon Counties Annual Conference

Each year at the AOC Annual Conference, there is a County Product Tasting event where counties showcase their locally produced items. The Commissioners discussed options and were tasked with contacting businesses and reporting back next week.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the nine firms that submitted proposals were narrowed down to four: Fortis, Mortenson, Kirby Nagelhout, and Total Site Services. These firms are eligible to respond to the County's Request for Proposals, which will be published October 4th. Demolition of the building behind the Irrigon Annex is scheduled for October 14th. He said he's been working with the State of Oregon Procurement Office on the process to obtain furniture for the new building.

Department Reports

Administrator's Monthly Report

Mr. Green reviewed his report. He said the Bartholomew Building Lower Level remodel will begin October 9th. He also discussed the three meetings with employee groups to review the Retirement Plan presentation that was also presented to the Board on August 28th.

Fair Office Quarterly Report

Fair Secretary, Ann Jones, was unable to attend. Her report was reviewed in her absence.

Sheriff's Office Monthly Report

Undersheriff John Bowles was unable to attend. The report was reviewed in his absence.

Break: 10:58-11:07 a.m.

11:07 a.m. Executive Session – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

12:14 p.m. Closed Executive Session and returned to Regular Session

Department Reports, continued

District Attorney/County Counsel Quarterly Report

Justin Nelson, D.A./County Counsel

Mr. Nelson reviewed his report of activity for the quarter, as well as other staff members in the office.

Treasurer's Monthly Report

The written report submitted by Treasurer Gayle Gutierrez was reviewed.

12:36 p.m. Executive Session - Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

12:55 p.m. Closed Executive Session and returned to Regular Session

Business Items, continued

Road Use Agreement with Wheatridge Wind Energy/NextEra Energy, Inc.

Commissioner Russell moved to approve the Road Use Agreement with Wheatridge Wind Energy, effective October 2, 2019. Commissioner Lindsay seconded. Discussion:

Commissioner Lindsay noted she recused herself from an earlier vote related to the Wheatridge Project because her family's ranch, Turner Ranch, was listed as a landowner. She said the Road Use Agreement has no financial impact to herself or her business. When the committee was formed to work with Wheatridge/NextEra representatives on the Agreement, she said the Board agreed to her working on the committee because of the location and constituency. Vote: Unanimous approval.

Correspondence

- Record of Decision for the Department of the Navy Real Estate Actions in Support of the Boardman to Hemingway Transmission Line Project at Naval Weapons Systems Training Facility Boardman, Oregon
- Thank you letter from the Board of Commissioners to Captain Matthew Army, Commander, Naval Air Station Whidbey Island, regarding his recent visit to the County to meet with the Commissioners and staff.

Commissioner Reports

- Commissioner Lindsay said as a Regional Solutions Advisory Board Member, she received a call from Courtney Crowell, Greater Eastern Oregon Region Coordinator, about the following: Regional Solutions has been working with a company in Stanfield since last spring to find a place for its effluent water after it was no longer able to take it to the digester it had been using. After working with the Department of Environmental Quality and Business Oregon, a temporary solution emerged but it requires a four-to-six week process for a conditional use permit from Umatilla County. The request of Morrow County is for funds to assist in keeping the company open since it employs some Morrow County residents. Chair Doherty and Commissioner Russell asked Commissioner Lindsay to send them more information on the request while they take it under consideration. Commissioner Lindsay reported Sixth District Circuit Court Judge Daniel J. Hill attended the most recent meeting of LPSCC (Local Public Safety Coordinating Council) and subsequently contacted her about the County's plans to resolve the space issues in the Courthouse. His preference is to house the Justice of the Peace (JOP) elsewhere, citing the transition due to the retirement of the current JOP would be the

opportune time to do so. The Commissioners then discussed various options, including evaluating spaces off-site. Regarding updating the agreement between the County and the City of Boardman for Building Inspection Services, Commissioner Lindsay said all options will be discussed with Boardman City Manager, Karen Pettigrew. She said she will report back on the progress of those meetings.

- Commissioner Russell discussed an article in the East Oregonian about two eastern Oregon businesses fined by DEQ. He asked when there will be a “reality check” for fines like these when at the same time, Portland’s answer to its stormwater issues is to “only dump sewage into the river 10 times per year” with no fines.

Signing of documents

Adjourned: 1:32 p.m.

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

IN THE MATTER OF APPROVING)
BYLAWS OF THE MORROW)
COUNTY LEXINGTON AIRPORT)
ADVISORY COMMITTEE) RESOLUTION NO.: R-2019-26

This matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during is regularly scheduled business meeting on December 18, 2019; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, The Morrow County Lexington Airport Advisory Committee is appointed by the Morrow County Board of Commissioners; and

WHEREAS, the Morrow County Lexington Airport Advisory Committee has created bylaws for the committee and request approval of those bylaws; and

WHEREAS, a copy of the requested bylaws is included as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners adopts and signs the bylaws of the Morrow County Lexington Airport Advisory Committee as described in Attachment A.

Dated: _____

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Approved as to Form:

Don Russell, Commissioner

Morrow County Counsel

- Airport Advisory Committee Members -

| Representing | Representative | Alternate | Term | Appointment | End Term | End of 2nd Term |
|----------------------|---------------------|------------------|---------|-------------------|---------------------|---------------------|
| Emergency Management | Bowels, John | Puntenney, Steve | 3 years | January 1st, 2020 | December 31st, 2020 | December 31st, 2023 |
| Economic Development | Bates, Sheryll | | 3 years | January 1st, 2020 | December 31st, 2020 | December 31st, 2023 |
| Tenant/Pilot | VanArsdale, Barbara | Bill Jepsen | 3 years | January 1st, 2020 | December 31st, 2021 | December 31st, 2024 |
| Member @ Large Co. | Seitz, Wayne | | 3 years | January 1st, 2020 | December 31st, 2021 | December 31st, 2024 |
| Business User | Boyer, John | Woods, Sean | 3 years | January 1st, 2020 | December 31st, 2022 | December 31st, 2025 |
| Member @ Large Co. | TenEyck, Ragna | Wolff, Tom | 3 years | January 1st, 2020 | December 31st, 2022 | December 31st, 2025 |
| Public Works Rep. | Pointer, Sandi | Scrivner, Matt | | | | |

VACANT

Sandra Pointer

From: Richard Tovey
Sent: Thursday, December 12, 2019 11:26 AM
To: Sandra Pointer
Cc: Justin Nelson
Subject: RE: Morrow County Draft Bylaws. working.docx

Sandi-
The Bylaws are good to go to the BOC for review.
Thanks-
Rich

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

From: Sandra Pointer
Sent: Thursday, December 12, 2019 11:00 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: Morrow County Draft Bylaws. working.docx

This looks to work for us. Will you give me a good to go Email or will this one work?

From: Richard Tovey
Sent: Thursday, December 12, 2019 10:51 AM
To: Sandra Pointer <spointer@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: Morrow County Draft Bylaws. working.docx

Sandi-
I have attached a copy of the bylaws with my edits. I did not add or change language within the document. It appears to cover all of the basic elements that it should. I made some format changes and adjusted the signature lines. Please review and let me know if you have any issues.
Thanks-
Rich

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



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

(For BOC Use)
Item #
5f

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

Presenter at BOC: Matt Scrivner
Department: Morrow County Public Works
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 12/18/2019

Solid Waste Advisory Committee member appointment

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

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

Reviewed By:
[Signature] 12/16/19 DATE Department Director Required for all BOC meetings
[Signature] 12/16/19 DATE Administrator Required for all BOC meetings
____ DATE County Counsel *Required for all legal documents
____ DATE Finance Office *Required for all contracts; other items as appropriate.
____ DATE Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Morrow County Solid Waste advisory has a seven person committee with alternates. Public Works is working to fill in these open spots.

Attached you will find the current listing and the representation,

Position One, is a representative from the Finley Buttes Landfill and this term will be a four year term and commencing on July 1, 2023. This request is from Jeffrey Loa

Alternate for Position one for an Alternate is Brian Evola and this term will be a four year term and commencing on July 1, 2023.

Position Five, is a representative from a franchise collector and this term will be a four year term and commencing on July 1, 2023. This request is from Mike Jewett.

Position Six, is a representative from the County at Large and this term will be a four year term and commencing on July 1,2023. This request is from Ryan Miller. Position

Alternate for position Six, is a representative from the County at Large and this term will be a four year term and commencing on July 1,2023. This request is from Sharon Miller.

an alternate Position Seven, This request from Shelley Wight, is a representative with the County at Large and this will be a term of four years and commencing July 1, 2023.

2. FISCAL IMPACT:

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

Motion to delegate/decide the individuals who sent applications for the representation to start with the Solid Waste Advisory Committee

Attach additional background documentation as needed.

- Solid Waste Advisory Committee Members -

| Representing | Representative | Alternate | Term | Appointment | End Term |
|------------------------------|-----------------|---------------|---------|-------------|--------------|
| Position One | Jeffery Loa | | 4 Years | 7/1/19 | July 1, 2023 |
| Fineley Buttes Landfill | | Brian Evola | 4 Years | | July 1, 2023 |
| Position Two | Blain Middleton | | 4 Years | 7/1/2016 | July 1, 2020 |
| Residing near /adjacet to FB | | | 4 Years | | |
| Position Three | Larry Lindsey | | 4 Years | 7/1/2020 | July 1, 2024 |
| Owner of Real Prop. Near FB | | | 4 Years | | |
| Position Four | | | 4 Years | | |
| POM/Incorporated City | | | 4 Years | | |
| Position Five | Mike Jewett | | 4 years | 7/1/2015 | July 1, 2019 |
| Franchise collector | | | 4 Years | | |
| Position Six | Ryan Miller | | 4 years | 7/1/2019 | July 1, 2023 |
| County at Large | | Sharon Miller | 4 years | 7/1/2019 | July 1, 2023 |
| Position Seven | Jeff Wenzholz | | 4 years | 7/1/2017 | July 1, 2021 |
| County at Large | | Shelley Wight | 4 Years | 7/1/2019 | July 1, 2023 |
| | | | | | |
| | | | | | |

VACANT



Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 15 OCT 19

Name: JEFFREY LOA

Address: 73221 BOMBING RANGE ROAD, BOARDMAN, OR 97810

Mailing Address: P.O. Box 350
BOARDMAN, OR. 97818

E-mail Address: JEFFREY.LOA@WASTE CONNECTIONS.COM

Telephone:
Work: 541.481.2233
Cell: _____
Home: _____

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: FINLEY BUTTES LANDFILL - REPLACE KEVIN
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County*

Name: JEFFREY . LOA

Occupation: SITE MANAGER

Availability: BOTH
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

REPRESENT POSITION ONE - FINLEY BUTTES

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

- PREVIOUS BOARD MEMBER - KING COUNTY VETERANS ADVISORY BOARD

Please list personal and/or professional interest relevant to this Committee:

SITE MANAGER TO FINLEY BUTTES LANDFILL

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner Eric Imes
Director Asst. Road Master

Sandi Pointer Kirsti Cason
Management Asst. Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 10-15-19

Name: BRIAN EVOLA

Address: 73221 BOMBING RANGE RD. BOARDMAN, OR 97818

Mailing Address: _____

E-mail Address: BRIAN.EVOLA@WASTECONNECTIONS.COM

Telephone:
Work: _____
Cell: _____
Home: _____

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: FINLEY BUTTES REGIONAL LANDFILL
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County*

Name: BRIAN EVDLA

Occupation: DISTRICT MANAGER

Availability: BOTH
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

WE OPERATE THE LANDFILL AND
DESIRE TO CONTINUE TO BE A
COMMUNITY PARTNER.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

25YRS IN THE WASTE INDUSTRY.
COVERING HAULING, RECYCLING,
AND LANDFILL OPERATIONS.

Please list personal and/or professional interest relevant to this Committee:

COMMUNITY SERVICE
WASTE MANAGEMENT & RECYCLING

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 10/16/2019

Name: Mike Jewett

Address: 82284 Hat Rock Rd.

Mailing Address: 82284 Hat Rock Rd.
Hermiston, OR
97838

E-mail Address:

Telephone:
Work: 541-567-8842
Cell:
Home:

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: Franchisee
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County*

Name: Mike Jewett, Ssanitary Disposal, Inc

Occupation: Solid Waste Manager

Availability: Both
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

Been a franchise owner since 1972 and
a member of the SWAC in 2000

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Been in solid waste management since
1972

Please list personal and/or professional interest relevant to this Committee:

Boardman, Irrigon, Ione and City Managers and
Mayors

Morrow Co Commissioners

Morrow Co Public Works Staff

Please return : PO Box 476, Lexington, OR spointer@co.morrow.or.us

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 10-15-19

Name: Ryan Miller

Address: PO Box

Mailing Address: Heppner OR 97836

E-mail Address: miller and sons@centurytel.net

Telephone:
Work: 541-541-5415
Cell: 541-541-5415
Home: 541-541-5415

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation:

Position 6
Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County

Name:

Ryan Miller

Occupation:

DWNTL

Availability:

both
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

I would like to remain on
SWAC Committee to help
the growth of the disposal
industry

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Self employed 40 years
SWAC member - 15 years
County board member

Please list personal and/or professional interest relevant to this Committee:

Current solid waste disposal
business in south Morrow county

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 10-15-19

Name: Sharon Miller

Address: PO Box

Mailing Address: PO Box
Heppner OR
97836

E-mail Address: millerandsons@centurytel.net

Telephone:
Work: 541-1
Cell: _____
Home: _____

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: Position 6 - Alternate
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POMor City, Franchisee, 2 Person at Large County*

Name: Sharon Muller

Occupation: Book Keeper

Availability: both
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

to be involved & support
the waste industry

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Self employed -
City led committee
Hepper Community Outreach committee

Please list personal and/or professional interest relevant to this Committee:

Family owned waste business

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 11/20/2019

Name: Shelley Wight

Address: 110 N.Court St.

Mailing Address: PO BOX 799

Heppner, Or. 97836

E-mail Address: swight@co.morrow.or.us

Telephone:

Work: 541-676-5421

Cell: _____

Home: _____

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: at Large County
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County*

Name: Shelley Wight

Occupation: Public Health-Communicable Disease and Emergency Preparedness

Availability: as needed
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

Public Health Safety and Enforcement

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

I am the Communicable Disease and Emergency Preparedness
Coordinator for Morrow County.
I also work closely with the Enviromental Health, as
we contract that with Umatilla Health Department.

Please list personal and/or professional interest relevant to this Committee:

Public Health Safety and Enforcement
Enviromental Health and Volunteer Management in Emergenc

There shall be a Solid Waste Advisory Committee (SWAC). The purpose of the SWAC shall be to help discharge and manage Morrow County's solid waste management agenda duties.

Duties.

The duties of the Solid Waste Advisory Committee shall be to:

1. Provide a forum for citizen comments, questions and concerns about solid waste topics as deemed appropriate and necessary by the County Court;
2. Provide leadership for the development, funding and implementation of the County's solid waste programs, including meeting state mandated recycling goals;
3. Create an Annual Report for the County Court documenting implementation of the Solid Waste Management Plan and any necessary regulations or amendments to the Solid Waste Ordinance. (The Annual Report shall also summarize local citizens' concerns about solid waste);
4. In consultation with responsible public officials and interested persons, periodically review the Solid Waste Management Plan and provide recommendations for modification to the County Court;
5. Develop and recommend to the County Court standards for the location of recycling and/or collection sites in order to provide service to under-served areas. (These standards will include, but not be limited to, protection of adjacent and nearby residents); and
6. Recommend to the County Court solid waste collection rates and the adjustment of these rates, based upon information submitted by the County's solid waste collection franchisees.

Membership.

The Solid Waste Advisory Committee membership shall consist of seven persons appointed by the County Court. The Court may appoint or approve designation of alternates to serve in the absence of persons appointed to the Committee. The Committee shall select one member as Chair and another as Vice-Chair. Four members of the Committee shall constitute a quorum for the transaction of business. The Committee shall meet at least four times each year. The Committee members shall serve a term of four years, each term commencing on July 1 of each renewal year. Committee membership terms shall be established so that the terms of membership do not expire at one time. Administrative support shall be provided by the Administrator or designee. The Committee membership shall include the following positions:

| Position | Representation | Term to renew in year |
|----------------|--|-----------------------|
| Position One | Finley Buttes Landfill, Kevin Green | 2021 |
| Position Two | Residing near or adjacent to FB, Blain Middleton | 2022 |
| Position Three | Owner of real property near , Larry Lindsey | 2020 |
| Position Four | Port of Morrow or Incorporated City, Ryan Miller | 2019 |
| Position Five | Franchised solid waste collector, Mike Jewett | 2019 |
| Position Six | Person with County at Large, Vacant | |
| Position Seven | Person with County at Large, Jeff Wenholz | 2021 |
| | | |

The following persons may be appointed by the Court as ex officio members to participate in proceedings of the Committee, but not to vote: the County Public Works Director, the County Planning Director, and a representative of the County Court. Regularly invited guests should include, but not be limited to, designee of the Department of Environmental Quality, cities, and rural fire protection districts. In order for guests or ex-officio members to become fully participating members of the Solid Waste Advisory Committee, this Ordinance must be amended to allow a larger membership.



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

(For BOC Use)
Item #
59

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

Presenter at BOC: Darrell Green
Department: Administration and Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): ext 5309
Requested Agenda Date: 12/18/2019

Office Machines Discovery Survey

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: 15 Minutes
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 Council *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 Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

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

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

Office machine (copiers, mailing machines, document storage solutions) consolidation to one vendor to capitalize on the purchasing power of the County, reducing costs while increasing efficiencies across all departments.

Projected process:

1) Distribute attached survey to each department. Completion goal 01/31/2019.

2) Request bids from potential vendors for equipment beyond current lease period.

Completion goal 03/31/2019.

3) As each lease expires, either replace or merge present equipment to single vendor billing. Last lease will expire on 12/29/2021.

Please see attached for additional details.

2. FISCAL IMPACT:

Potential savings up to 15% of current copier expenditures.

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

To support the discovery process and encourage the Departments to complete the survey form.

Attach additional background documentation as needed.

Office Machines Discovery Survey

Throughout the County, there have been 13 copiers identified. There are 9 machines leased, four are owned and one of those has a current service agreement. These leases are with four different vendors and are in varying stages of the original term, three of which are currently expired.

The diverse needs of the County Departments have yielded a diverse group of machines, brands, vendors, and costs. Below is a summary of the average monthly costs and a calculated, overall annual cost to the County.

| | Lease Amount | Usage Amount | Overall Average |
|----------------|--------------------------------|---------------------|------------------------|
| Low | \$ 75.00 | \$ 28.49 | \$ 141.03 |
| High | \$ 237.25 | \$ 411.02 | \$ 648.27 |
| Average | \$ 175.89 | \$ 110.13 | \$ 268.43 |
| | No of Copiers | | 10 |
| | Average per Month | | \$ 2,684.30 |
| | | | 12 |
| | Estimated Annual Cost per Year | | \$ 32,211.60 |

Given these costs, there is likely an opportunity to leverage the purchasing power of the County and realize cost savings, while increasing efficiencies throughout the County.

Benefits of consolidating all copiers to one vendor:

- The billing can include all machines on one monthly invoice sent to a single, central location for coding and approval.
- Eliminate a minimum of 36 accounts payable checks being issued per year and all the associated handling of those checks and invoices.
- Provide a single point of contact for any service or account maintenance.
- Allow for consistent future lease agreements and pricing structure.
- Possibility of additional consolidation of other office equipment depending on the vendor selected (mailing machines, printers, imaging technology, document storage solutions).

Example of potential cost savings:

| | Current Copier | Priced Replacement | |
|-------------------------------------|-----------------------|---------------------------|--------|
| Bart Bldg Lower Floor | Ricoh MCP3003 | Canon C3530i | |
| Monthly Lease Amount | \$ 200.00 | \$ 134.00 | |
| Average Usage Cost | \$ 75.40 | \$ 98.20 | |
| Total Monthly Cost | \$ 275.40 | \$ 232.20 | |
| Average Monthly Savings | | \$ 43.20 | 15.69% |
| Estimated Annual Savings | | \$ 518.40 | |
| Estimated Total Cost Savings | | \$ 5,184.00 | |

In order to make a proper assessment, an "Office Machines" survey has been created to confirm what equipment we have, how well it is handling the current needs of the department, and assess the age of the equipment. This same survey will have a dual role providing a physical inventory for the County's Fixed Assets system. It would be sent electronically to each department for completion.

The survey is attached for your review. The colored version is how it will appear when received electronically, the next set is how it will look printed; same survey, two "looks".

| | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------------------------|-----------------------------------|-------------------------------|------------|------------------------------|-----------------------------|--|----------------------------|------------------------------|-----------------------------|--|-----|------------------------------|-----------------------------|--|----------|---------------------------------|--------------------------------|-------------------------------|--|
| Department: <input type="text"/> | Instructions: | | | | | | | | | | | | | | | | | | | | |
| Contact Person: <input type="text"/> | Do you like to fill out forms on paper? Please print! Prefer to fill it out electronically? Continue on! | | | | | | | | | | | | | | | | | | | | |
| <p>Current Copier Model: <input type="text"/></p> Fixed Asset Number (If Assigned): <input type="text"/> Approx Date Placed in Service: <input type="text"/> Number of paper trays: <input type="text"/> Does this copier have the following: <table border="0"> <tr> <td>Staple finisher</td> <td>Internal <input type="checkbox"/></td> <td>External <input type="checkbox"/></td> <td>None <input type="checkbox"/></td> </tr> <tr> <td>Hole punch</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td></td> </tr> <tr> <td>Color capabilities needed?</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td></td> </tr> <tr> <td>Fax</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td></td> </tr> <tr> <td>Scanning</td> <td>Folder <input type="checkbox"/></td> <td>Email <input type="checkbox"/></td> <td>Both <input type="checkbox"/></td> </tr> </table> Additional needs/comments: <input type="text"/> | Staple finisher | Internal <input type="checkbox"/> | External <input type="checkbox"/> | None <input type="checkbox"/> | Hole punch | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Color capabilities needed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Fax | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Scanning | Folder <input type="checkbox"/> | Email <input type="checkbox"/> | Both <input type="checkbox"/> | <div style="border: 1px solid black; padding: 5px;"> <p>Do you have a copier in your office? In this section, please provide the make and model number, if known. Does it have a Fixed Asset number? What is the approximate date placed in service, if known.</p> <p>How many Paper Trays are there?</p> <p>Please enter a lowercase "a" in the applicable box.</p> <p>Any additional comments? Does this copier suit your present needs? Are there any additional features that you might need?</p> </div> |
| Staple finisher | Internal <input type="checkbox"/> | External <input type="checkbox"/> | None <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Hole punch | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | |
| Color capabilities needed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | |
| Fax | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | |
| Scanning | Folder <input type="checkbox"/> | Email <input type="checkbox"/> | Both <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| <p>Current Wide Format/Plotter Model: <input type="text"/></p> Fixed Asset Number (If Assigned): <input type="text"/> Approx Date Placed in Service: <input type="text"/> Number of roll feeders: <input type="text"/> Multifunction or printer only: <input type="text"/> Color capabilities needed: Yes <input type="checkbox"/> No <input type="checkbox"/> Additional needs/comments: <input type="text"/> | <div style="border: 1px solid black; padding: 5px;"> <p>Is there a Wide Format / Plotter in your office currently? If not, and there is not a need for one, please skip this section.</p> <p>Does it have a Fixed Asset number? Approximate date placed in service?</p> <p>How many Roll Feeders does it have? Is it multi-functional or solely a printer?</p> <p>Please enter a lowercase "a" in the applicable box.</p> <p>Any additional comments?</p> </div> | | | | | | | | | | | | | | | | | | | | |
| <p>Current Mailing Model: <input type="text"/></p> Fixed Asset Number (If Assigned): <input type="text"/> Approx Date Placed in Service: <input type="text"/> Pieces of mail ran per month OR the Amount of postage / timeframe? Certified Mail? How Often? Approx Weight of Heaviest Item: Are Packages mailed? How Often? Additional needs/comments: <input type="text"/> | <div style="border: 1px solid black; padding: 5px;"> <p>Does your office have a mailing machine? What model is it?</p> <p>Does it have a Fixed Asset Number? Approximate date placed in service, if known.</p> <p>How much mail is stamped per month? If unknown, how often does the postage get refilled and what is the time interval? Approximations work!</p> <p>Any Certified Mail or Packages?</p> <p>Any additional comments? Are there any additional features that you might need?</p> </div> | | | | | | | | | | | | | | | | | | | | |
| <p>Current Printer Model (HP, Brother, etc.): <input type="text"/></p> How many total printers are in your office: <input type="text"/> If more than one, click here. Fixed Asset Number (If Assigned): <input type="text"/> Approx Date Placed in Service: <input type="text"/> Number of paper trays: <input type="text"/> Color capabilities needed? Yes <input type="checkbox"/> No <input type="checkbox"/> Additional needs/comments: <input type="text"/> | <div style="border: 1px solid black; padding: 5px;"> <p>Please assess how many printers are in your Department. If more than one, fill out the information for the first one here, then click the link to provide additional information.</p> <p>Is there a Fixed Asset number assigned? Approximate Date placed in Service? Please enter the number of trays being used.</p> <p>Please enter a lowercase "a" in the appropriate box.</p> <p>Any additional comments? Are there any additional features that you might need?</p> </div> | | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------|--|--|
| Printer # 2 | <p>Current Printer Model (HP, Brother, etc.): _____</p> <p>Fixed Asset Number (If Assigned): _____</p> <p>Approx Date Placed in Service: _____</p> <p>Number of paper trays: _____</p> <p>Color capabilities needed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Additional needs/comments: _____</p> | Please enter the information for the SECOND Printer. |
| Printer # 3 | <p>Current Printer Model (HP, Brother, etc.): _____</p> <p>Fixed Asset Number (If Assigned): _____</p> <p>Approx Date Placed in Service: _____</p> <p>Number of paper trays: _____</p> <p>Color capabilities needed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Additional needs/comments: _____</p> | Please enter the information for the THIRD Printer. |
| Printer # 4 | <p>Current Printer Model (HP, Brother, etc.): _____</p> <p>Fixed Asset Number (If Assigned): _____</p> <p>Approx Date Placed in Service: _____</p> <p>Number of paper trays: _____</p> <p>Color capabilities needed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Additional needs/comments: _____</p> | Please enter the information for the FOURTH Printer. |
| Printer # 5 | <p>Current Printer Model (HP, Brother, etc.): _____</p> <p>Fixed Asset Number (If Assigned): _____</p> <p>Approx Date Placed in Service: _____</p> <p>Number of paper trays: _____</p> <p>Color capabilities needed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Additional needs/comments: _____</p> | Please enter the information for the FIFTH Printer. |

Department: _____

Contact Person: _____

Current Copier Model: _____

Fixed Asset Number (If Assigned): _____

Approx Date Placed in Service: _____

Number of paper trays: _____

Does this copier have the following:

Staple finisher

Internal

External

None

Hole punch

Yes

No

Color capabilities needed?

Yes

No

Fax

Yes

No

Scanning

Folder

Email

Both

Additional needs/comments: _____

Current Wide Format/Plotter Model: _____

Fixed Asset Number (If Assigned): _____

Approx Date Placed in Service: _____

Number of roll feeders: _____

Multifunction or printer only:

Color capabilities needed: Yes

No

Additional needs/comments: _____

Current Mailing Model: _____

Fixed Asset Number (If Assigned): _____

Approx Date Placed in Service: _____

Pieces of mail ran per month OR the

Amount of postage / timeframe?

Certified Mail? How Often?

Approx Weight of Heaviest Item:

Are Packages mailed? How Often?

Additional needs/comments: _____

Current Printer Model (HP, Brother, etc.): _____

How many total printers are in your office:

If more than one, click here:

Fixed Asset Number (If Assigned): _____

Approx Date Placed in Service: _____

Number of paper trays: _____

Color capabilities needed? Yes

No

Additional needs/comments: _____

Morrow County
Office Equipment Survey (Printers Only)

As of _____
Date

Printer # 2 **Current Printer Model (HP, Brother, etc.):**

Fixed Asset Number (If Assigned):

Approx Date Placed in Service:

Number of paper trays:

Color capabilities needed? Yes No

Additional needs/comments:

Printer # 3 **Current Printer Model (HP, Brother, etc.):**

Fixed Asset Number (If Assigned):

Approx Date Placed in Service:

Number of paper trays:

Color capabilities needed? Yes No

Additional needs/comments:

Printer # 4 **Current Printer Model (HP, Brother, etc.):**

Fixed Asset Number (If Assigned):

Approx Date Placed in Service:

Number of paper trays:

Color capabilities needed? Yes No

Additional needs/comments:

Printer # 5 **Current Printer Model (HP, Brother, etc.):**

Fixed Asset Number (If Assigned):

Approx Date Placed in Service:

Number of paper trays:

Color capabilities needed? Yes No

Additional needs/comments:



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

(For BOC Use)
Item #
5h

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
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5309
Requested Agenda Date: December 18, 2019

Fee Schedule Update - Effective January 1, 2020

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution [checked]
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 [checked]
Estimated Time: 10 minutes
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 [checked] 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)

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

Semi-annual update to the Morrow County Fee Schedule. Emails are attached from the departments that requested changes, with brief explanations.

2. FISCAL IMPACT:

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

Move to approve the update to the Morrow County Fee Schedule, effective January 1, 2020 and the accompanying Order OR-2019-16.

Attach additional background documentation as needed.

Roberta Lutcher

Assessment & Tax

From: Patricia Hughes
Sent: Monday, November 18, 2019 2:09 PM
To: Roberta Lutcher
Subject: fee schedule changes

Roberta,

Address list fee was removed. It is no longer available except in the assessment file. GIS Shape file was not on our list before.

Patricia Hughes
Morrow County Assessment & Tax Office
541-676-5628

Roberta Lutcher

Clerk

From: Bobbi Childers
Sent: Tuesday, October 15, 2019 10:08 AM
To: Roberta Lutcher
Subject: fee schedule
Attachments: October 2019 fee schedule.docx

If the Assessor/Tax Collector changes any fees it will change mine, but I haven't heard anything about that from them... so it should be good... I increased the fee on my Passport photos to 14.00 and the Marriage fee to \$117.00 per change in Statue.

Thanks,
Bobbi

Bobbi A Childers
Morrow County Clerk, C.C.C., CERA
100 S Court Street
PO Box 338
Heppner, OR 97836-0338
541-676-5601
bchilders@co.morrow.or.us

"To make democracy work, we must be a nation of participants, not simple observers. One who does not vote has no right to complain."

Louis L 'Amour

Roberta Lutcher

Fair + Rodeo

From: Morrow County Fairgrounds
Sent: Monday, December 16, 2019 12:16 PM
To: Roberta Lutcher
Subject: RE: Fees....again!

Hello,
I went back through and found the email! I think I read it at home on my phone and forgot SO SORRY!!

The change that was made was that the OTPR asked that we change the damage deposit for all chutes and arena usage to \$500 as this is a more feasible amount should something need to be fixed or cleaned up after an event. And that stall and pen rentals be \$10 a day. Stalls were originally \$12 and outside pen were \$8. With the change to the outdoor arena a change to the Wilkinson Arena cleaning/damage deposit was also made to \$500 from \$100.

Thank You,
Ann Jones
Morrow Co. Fair
P.O. Box 464
Heppner, OR 97836
Phone: 541-676-9474
Cell: 541-256-6036
Fax: 541-676-5590

From: Roberta Lutcher
Sent: Friday, November 15, 2019 9:39 AM
To: Morrow County Fairgrounds <mcfair@co.morrow.or.us>
Subject: Fees....again!

Hello,
I know you're not in today, so next week is fine. I wanted to double check about your fees – were there any changes to dollar amounts (increases, decreases, new fees, deletion of fees)? If so, would you please describe the changes in detail so we can relay them to the Board?

Thanks for your help,

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us

Roberta Lutcher

Juvenile Dept.

From: Christy Kenny
Sent: Tuesday, October 29, 2019 1:49 PM
To: Roberta Lutcher
Subject: RE: Fee Schedule Update

Yes I did make a couple of changes. I did change the supervision fee to a flat rate of \$120 for the formal probation cases instead of the \$10.00 per month that was on there. It makes it more consistent for all youth who get probation, just like we have it for the informal probation kids (FAA). It also is easier to track in our Juvenile Justice Information system with a one time fee instead of adding a fee per month. The other changes I made were to the Minimums and Presumptive fines for all class A-D violations. The current fee scale was off by \$5 for some reason than what the statute has them so I increased those by \$5 to match statute. The Maximum numbers were all correct.

From: Roberta Lutcher
Sent: Tuesday, October 29, 2019 1:42 PM
To: Christy Kenny <ckenny@co.morrow.or.us>
Subject: RE: Fee Schedule Update

Thank you. I should have asked in the original email to let us know if any changes were made and why. So, were there any changes and, if so, why? 😊

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us



From: Christy Kenny
Sent: Tuesday, October 29, 2019 1:41 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: Fee Schedule Update

Afternoon Roberta,
Here is our updated fee schedule. Let me know if you need anything else.
Thanks

Christy Kenny

Roberta Lutcher

From: Dianna Strong
Sent: Friday, November 15, 2019 8:37 AM
To: Roberta Lutcher
Cc: Stephanie Case
Subject: RE: Fee Schedule Change

Good Morning Roberta,

Sure. I think I can offer an explanation. Stephanie's on a phone call, so I'm going to give it a shot and send this.

–Stephanie, please chime in if you want to make changes to this explanation ☺

“Due to increased business within the Planning Department, it is becoming more frequent to have requests for personnel to research records, or prepare information, that goes beyond the normal scope of work involved in working through an application. Therefore, at the discretion of staff, this additional fee is available to compensate additional time spent.”

Do we need to discuss the choice of the hourly rate of \$50?

Thanks,

Dianna Strong
Office Assistant
Morrow County Planning Dept.
PO Box 40, Irrigon OR 97844
541-922-4624 Ext. 5508

From: Roberta Lutcher
Sent: Friday, November 15, 2019 8:18 AM
To: Dianna Strong <dstrong@co.morrow.or.us>
Subject: RE: Fee Schedule Change

You're not too late at all. Would someone send me an email explaining the change so I can include it in the Agenda Packet for the meeting where we present the Fee Schedule Update to the Board? We like to let them know what changed since the last update and why. A short paragraph will suffice.

Thank you,

Roberta Lutcher
Executive Assistant

From: Kirsti Cason
Sent: Thursday, October 31, 2019 9:21 AM
To: Roberta Lutcher
Cc: Matt Scrivner; Sandra Pointer; Morrow Co Parks Manager
Subject: FW: 2019 - PARKS FEE SCHEDULE.doc
Attachments: 2019 - PARKS FEE SCHEDULE.doc

Roberta,

Attached is proposed fee schedule for parks for the 2020 camping season.

~Kirsti

From: Kirsti Cason
Sent: Wednesday, October 23, 2019 11:34 AM
To: Sandra Pointer <spointer@co.morrow.or.us>; Greg C <mcparksmgr@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: 2019 - PARKS FEE SCHEDULE.doc

Hi all attached you should find the:

2019 Parks fee schedule change.. SUGGESTIONS

Cleaning up wording:

Red text changed from "Parks do not accept Debit or Credit Cards on site" to "Due to internet access there may be times when Parks may not be able to process Debit or Credit card transactions"

REMOVED paragraph: "10% Non-Refundable PROCESSING FEE/TAX (PF) automatically charged in addition to reservation fee \$5.00 MODIFICATION/CANCELLATIONS FEE (MCF) automatically applied to any to reservation request that is modified or cancelled – PF and MCF are NON-REFUNDABLE"

REMOVED diamond symbol and diamond South Morrow Enterprise, LLC cabins descriptions.

REMOVED the "per week \$\$ amounts from the cabin rates as they are the same as the daily rate"

CHANGED CAMPING/CABIN RATES: to reflect the processing fee cost into the rate and to simplify information to the customers

- rounded to the nearest dollar for easier reconciliation

| | DAILY | Weekly | Monthly |
|----------------------------|---------------|-----------------|-----------------|
| ■ Dry: | 18.70 → 19.00 | 112.20 → 112.00 | 448.80 → 449.00 |
| ■ Water Only: | 22.00 → 22.00 | 132.00 → 132.00 | 528.00 → 528.00 |
| ■ Partial (power/water) | 25.30 → 25.00 | 151.80 → 152.00 | 607.20 → 607.00 |
| ■ Full (power/water/sewer) | 28.60 → 29.00 | 171.60 → 172.00 | 686.40 → 686.00 |
| ■ smaller cabins | 49.50 → 49.00 | n/a | n/a |
| ■ juniper cabin | 88.00 → 88.00 | n/a | n/a |

Hope this summary SUGGESTION helps all parties involved to keep things simpler, easier to manage and track.

NOTE: I have not made any changes to the camping fee structure on current system or the new system as wanted this approved PRIOR to making any adjustments.

Roberta Lutcher

Public Works

From: Sandra Pointer
Sent: Monday, December 16, 2019 1:53 PM
To: Roberta Lutcher
Subject: RE: Fee Schedule Update
Attachments: Campaign to fee sched. and changes 2019.docx; Transfer Station fee schedule 2019 for schedule.doc; Transfer station fee schedule 10.2019.xlsx

The campaign gives an explanations and then the new fee, I added what the fees would be with the spreadsheet, if you think they need to see that?

From: Roberta Lutcher
Sent: Monday, December 16, 2019 1:31 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: FW: Fee Schedule Update
Importance: High

Hi Sandi,

Can you look at the email string and send me an email back with everything that changed on your side of the fee schedule (what, why, etc.)? I already have Kirsti's. I need it by 3:00 please. If you already sent this through, please help me by sending it again since I can't seem to find it! Thank you!

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us



From: Roberta Lutcher
Sent: Thursday, October 31, 2019 8:30 AM
To: Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Karmen Carlson <kcarlson@co.morrow.or.us>; Mike Gorman <mgorman@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Bobbi Childers <bchilders@co.morrow.or.us>; Morrow County Fairgrounds <mcfair@co.morrow.or.us>; Ann Spicer <aspicer@co.morrow.or.us>; Christy Kenny <ckenny@co.morrow.or.us>; Carla McLane <cmclane@co.morrow.or.us>; Sheree Smith <ssmith@co.morrow.or.us>; Kenneth Matlack <kmatlack@co.morrow.or.us>; John Bowles <jbowles@co.morrow.or.us>; Steve Haddock <shaddock@co.morrow.or.us>; Steve Haddock - Personal Email <witnesstree@eoni.com>; Anita Pranger

<apranger@co.morrow.or.us>; Gayle Gutierrez <ggutierrez@co.morrow.or.us>; Morrow Co Veterans Office
<mcvets@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>

Subject: RE: Fee Schedule Update

Importance: High

Happy Halloween,

Just a reminder - the Fee Schedule update **DEADLINE** of November 12th will be here before you know it. When you submit your update, please explain in the email what was changed and why, if applicable. (The original email is below.) Thank you to those who have already submitted information!

Roberta Lutchter

Executive Assistant

Morrow County Board of Commissioners

541-676-5613 (5303)

P.O. Box 788

110 N. Court St.

Heppner, OR 97836

Email: rlutchter@co.morrow.or.us



From: Roberta Lutchter

Sent: Monday, October 14, 2019 10:15 AM

To: Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Karmen Carlson <kcarlson@co.morrow.or.us>; Mike Gorman <mgorman@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Bobbi Childers <bchilders@co.morrow.or.us>; Morrow County Fairgrounds <mcfair@co.morrow.or.us>; Ann Spicer <aspicer@co.morrow.or.us>; Christy Kenny <ckenny@co.morrow.or.us>; Carla McLane <cmclane@co.morrow.or.us>; Sheree Smith <ssmith@co.morrow.or.us>; Kenneth Matlack <kmatlack@co.morrow.or.us>; John Bowles <jbowles@co.morrow.or.us>; Steve Haddock <shaddock@co.morrow.or.us>; Steve Haddock - Personal Email <witnessree@eoni.com>; Anita Pranger <apranger@co.morrow.or.us>; Gayle Gutierrez <ggutierrez@co.morrow.or.us>; Morrow Co Veterans Office <mcvets@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>

Subject: Fee Schedule Update

Hello everyone,

It's time to start the process to update the Fee Schedule. You can find the latest version on the Shared Drive > Shared Documents > Fee Schedule > 2019 Fee Schedule Effective 5-1-19. **Submissions must be in Word format.** Could I please receive your updates by the end of the day on Tuesday, November 12th?

Thank you very much,



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

Effective January 2020, Morrow County Public Works Transfer Stations has been working from the same fee schedule for the past seven years. Due to the continual increase in cost for the County to dispose of the waste and an effort to minimize illegal dumping to occur, it is with careful consideration working with our neighboring waste collectors that the fee schedule for Morrow County residents utilizing the Morrow County Public Works Transfer Stations will be restructured to a *per cubic yard* charge. Effective January 2020, we feel this is the best feasible way to charge utilizing basic hauler terms and will add some consistency between the stations since all loads include multiple products with various weights and densities.

Currently with the two transfer stations, it costs the County an average of \$8.85 per cubic yard to dispose of waste.

There will be a minimum fee of \$8.85 (or one cubic yard) and then charged per cubic yard for anything greater than one. The fee is restructured as the following:

Length x Width x Height/depth = _____ divide by 27 x minimum charge \$8.85

Examples:

- 4'x4'x1' (LWH): 0.59 cubic yards \$8.85
- 6'x6'x1' (LWH): 1.33 cubic yards \$11.50
- 8'x16'x4' (LWH): 18.96 cubic yards \$167.50

Morrow County has two transfer stations:

- SOUTH-END STATION, HWY 74 HEPPNER/LEXINGTON HWY, LEXINGTON
- NORTH-END STATION, 69900 FRONTAGE LANE, BOARDMAN, OR

Both transfer stations are open every Saturday and Sunday from 9:00 AM to 4:00 PM. With the changing of the fee structure, we will now be able to accept cash, check and Visa or Mastercard for your convenience. The new point of sale will provide consistency, accuracy and help with inventory of waste for our recycling and waste calculation reporting efforts.

Our transfer stations offer **FREE** of charge disposal for recycling of newspaper, cardboard, small steel cans, small glass and aluminum, latex and/or oil based paint (no more than 5-gallon containers), , electronics including computer towers, computer screens, key boards, printers, handheld radios, fax machines, tablets, telephones, cell phones, stereo and copiers.

In addition, the disposal of large household items is **FREE** of charge. Examples of these are sofa/couch, love seat, chair/large chair, mattresses, box springs, toilets, sinks kitchen/bath, bathtubs, refrigerator, freezer, water heaters, stove/range, washers and dryers.

We appreciate your continued efforts in helping to keep our county garbage free! You can also be an active member in the solid waste solutions of our county by becoming a member of our Solid Waste

Advisory Committee (SWAC). SWAC meets four times a year and meetings are open to the public. By becoming a member or attending the meetings, it allows you to participate in different issues such as rates, services offered and/or how the transfer systems operate.

If you have any questions and/or concerns please let us know by emailing spointer@co.morrow.or.us or calling 541-989-8166.

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

IN THE MATTER OF ADOPTING) Order Number
A FEE SCHEDULE FOR MORROW) OR-2019-16
COUNTY)

THIS MATTER HAVING COME BEFORE THE BOARD OF COMMISSIONERS at its regularly scheduled meeting on December 18, 2019, the Board finds the County may assess fees for actual costs incurred by the County to the public (County Ordinance MC-C-1-83 and under Oregon Revised Statutes) and issues the following Order approving the following attached fee schedule:

- Table A: Assessor/Tax Collector
- Table B: Clerk
- Table C: District Attorney
- Table D: Environmental Health
- Table E: Fair
- Table F: Finance
- Table G: Justice Court
- Table H: Juvenile Department
- Table I: Planning Department
- Table J: Public Health
- Table K: Public Works
- Table L: Sheriff's Office
- Table M: Surveyor
- Table N: Treasurer
- Table O: Whole County

Also including other fees as may be assessed under the Oregon Revised Statues (ORS).

NOW, THEREFORE, IT IS ORDERED that the Fee Schedule will become effective January 1, 2020.

DATED this 18th day of December 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

Table A

Assessor/Tax Collector Fee Schedule 2020

| | |
|---|-----------------|
| Computer Print-Outs or photo copies (Black & White) | \$0.25 per page |
| Computer Print-Outs or photo copies (Color) | \$1.00 per page |
| Appraisal Packet (12 pages or more) | \$3.00 |
| Sales Prints (Each) | \$5.00 |
| Request for Estimate of Add'l Tax on Special Assessment Disqualification | \$25.00 |
| Sign Plats | \$80.00 |
| Sale of Maps: | |
| 18" x 20" | \$3.00 each |
| Full Set | \$250.00 |
| North Only | \$150.00 |
| South Only | \$100.00 |
| 8 ½" x 11" | \$0.50 each |
| Full Set | \$75.00 |
| North Only | \$50.00 |
| South Only | \$25.00 |
| Mailing: | |
| Cost of Information Per Above Fees + Actual Postage Amount + Handling Fee | \$1.00 |
| Faxing: | |
| Cost of Information Per Above Fees + Handling Fee (Per Account) | \$1.00 |
| Emailing: | |
| Cost of Information Per Above Fees + Handling Fee (For Each Email) | \$1.00 |
| Monthly Data Exchange Reports (Yearly Fee) | \$200.00 |
| Certification Fee (Per Page) | \$5.00 |
| Assessment & Tax NSF Checks Fee | \$15.00 |
| Personal Property Warrant Fees | \$52.00 |
| Duplicate Tax Statement (On Green or Yellow Paper) | \$5.00 |
| Assessment File/Address List | \$30.00 |
| GIS Shape File | \$30.00 |
| Custom Reports (Minimum Fee) | \$30.00 |
| | |

Table B Morrow County Clerk's Fee Schedule

October 15, 2019 -All Fees must be paid in advance no debit or credit cards accepted.

Morrow County requires a 3" X 2" block of space on the first page of all documents for the recording sticker. Only original documents or certified copies of the original can be recorded. All recording fees are required to be paid at the time of recording.

Recording:

Deed and Mortgage Records (Warranty Deed, Bargain and Sale Deed, Certificate of Death, Easement, Power of Attorney (must involve real property), Leases, Reconveyances, Satisfaction, etc.) **\$86.00 first page and \$5.00 per each additional page**
Lien Record (not mortgage or UCC) **\$76.00 first page and \$5.00 each additional page**

| Type | Recording | LCP | A&T | OLIS | HAT | Total |
|-----------|-----------|---------|---------|--------|---------|---------|
| Deeds | \$5.00 | \$10.00 | \$10.00 | \$1.00 | \$60.00 | \$86.00 |
| Mortgages | \$5.00 | \$10.00 | \$10.00 | \$1.00 | \$60.00 | \$86.00 |
| Liens | \$5.00 | -- | \$10.00 | \$1.00 | \$60.00 | \$76.00 |

LCP – Land Corner Preservation Fund
 OLIS – Oregon Land Information System

A&T – Assessment & Taxation Fund
 HAT – Housing Alliance Tax

The above fee chart represents the cost for recording a one page, one transaction document. *Multiple transactions are \$5.00 per additional transaction/dual title and multiple pages are \$5.00 per additional page. Documents submitted with insufficient fees will be returned **unrecorded.**

Non-Standard Document Fee ORS 205.327 **\$20.00**

***Two or More transactions (titles) ORS 205.236** **\$5.00 per title**
 Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged and additional **\$5.00**(all document types).

Partition Plat - 3 lots or less **\$161.00**
 All Plats, if more than one (1)
 Mylar page, additional per page cost of **\$ 5.00**

Subdivision - BASE FEE **\$131.00**
20 lots or less PLUS BASE FEE **\$100.00**
21 Through 29 PLUS BASE FEE **\$150.00**
30 Through 49 PLUS BASE FEE **\$200.00**
50 through 74 PLUS BASE FEE **\$250.00**
75 through 100 PLUS BASE FEE **\$300.00**
Over 100 lots PLUS BASE FEE **\$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00

SEE: Surveyor Fees for complete cost

MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:

ORS 205.232 Instruments **must** be printed on sheets of paper not larger than 14 inches long and 8 ½ inches wide with text printed or written in **8-point type** or larger. The paper must be of sufficient quality for recording photographically. A Non-standard fee of **\$20.00** will be charged if not in compliance.

*ORS 205.234 Requirements for first page of instruments to be recorded; cover sheet. **First page shall contain at least:**

1. names of transactions
2. names of parties (grantor, grantee, etc)
3. names and address where document is to be returned
4. name and address where tax statement is to be sent (where required)

- 5. consideration paid (where required)
- 6. for lien records, information required by ORS 205.125 (1c & e)

* If your document does not meet the requirements above, you will need to add a cover sheet filled out completely with all the pertinent information pertaining to the document being recorded. This will be part of the page count and considered the first page.

A non standard fee will be applied to all Trust Deed, Deed of Trust if the words "Lender is Beneficiary" does not appear on the first page of instrument.

RE-RECORDINGS: Treated as a new document all recording fees apply

1. An instrument that has been previously recorded may be rerecorded to make corrections in the original instrument.
2. The county clerk shall record an instrument presented for rerecording as provided in subsection (1) of this section. The corrected instrument need not be acknowledged again. The person presenting the instrument for rerecording shall cause a rerecording certificate to be affixed to the first page of the instrument or to a cover sheet authorized by ORS 205.234 (2) added as a new first page to the instrument. The rerecording certificate shall contain the words "RERECORDED AT THE REQUEST OF ____ TO CORRECT____. PREVIOUSLY RECORDED IN BOOK ____ AND PAGE __, OR AS FEE NUMBER__."
3. A certified copy of a recorded instrument **may not** be altered for the purpose of correcting the original instrument. The person presenting the instrument may present an unaltered certified copy of the recorded instrument when it is attached to a cover sheet authorized by ORS 205.234 (2). The cover sheet must contain the rerecording certificate described in subsection (2) of this section. The re-recorded document may include attachments identified on the cover sheet that are necessary to make the corrections.

License Fees

| | |
|----------------------------------|----------------|
| Marriage License | \$50.00 |
| Duplicate Ceremonial Certificate | \$5.00 |
| Duplicate Marriage License | \$10.00 |
| Marriage affidavit of correction | \$10.00 |
| Certified Copy | \$7.75 |

Public Record Fees:

| | |
|------------------------------------|--|
| Location | \$3.75 |
| Certification | \$3.75 |
| Photo Copy | \$.25 per page/image |
| Filing fee (not recorded) | \$5.00 |
| List of Registered Voters | \$3.75 + 12.50 Set up fee + \$ 0.25 per image |
| All sent images (FTP, email, etc.) | \$3.75 Location; per image \$0.25 |
| Fax fee | See County Schedule |
| Abstracts-Election Results | \$3.75 Location; per image \$0.25 |

Service Fees:

| | |
|---|---|
| Death Certificate: <i>first 6 months after death only</i> | \$ 25.00 |
| We only issue in county deaths: All others use - Oregon Vital Records | |
| Marriage Ceremony (in office) | \$117.00 |
| Passport Acceptance Processing Fee (All First Time Applications) | \$ 35.00 |
| Passport Pictures | \$ 14.00 |
| Book *(16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE) | \$110.00 Valid for 10 years |
| Book and Card * Card is only for land travel | \$140.00 Valid for 10 Years |
| Book *(15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE) | \$80.00 Valid for 5 years |
| Book and Card * Card is only for land travel | \$95.00 Valid for 5 years |
| Card (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE) | \$30.00 Valid for 10 years |
| Card (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE) | \$15.00 Valid for 5 years |
| Expedite Fee CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE) | \$60.00 per application (mailing envelopes extra) |
| Information on Passports | travel.state.gov |

Table C

District Attorney Fee Schedule

Discovery Fees (copies)

| | |
|--------------------------------------|----------|
| Felony Cases (up to 50 pages) | \$ 25.00 |
| Misdemeanor Cases (up to 50 pages) | \$ 20.00 |
| Measure 11 Cases (up to 100 pages) | \$100.00 |
| Homicide (up to 450 pages) | \$200.00 |
| \$0.30 per page after flat fee limit | |

\$5 per criminal history or actual cost, whichever is greater

(Available only to Defense Attorneys who agree to abide by the non-disclosure statute)

| | |
|----------------------------|----------|
| DVDs | \$ 15.00 |
| CDs | \$ 15.00 |
| Audio Cassette Tapes | \$ 10.00 |
| VHS Tapes | \$ 15.00 |
| Probation Violations (PVs) | \$ 15.00 |
| Lab Reports | \$ 7.00 |
| Autopsy Diagnosis Report | \$ 13.00 |
| Autopsy Complete Report | \$ 30.00 |
| Processing Fee | |
| Expunge Conviction | \$100.00 |

Table D

**Morrow County Fee Schedule
Environmental Health**

Food Service Annual Fee (January 1 to December 31)

| <i>Description</i> | <i>Fees</i> |
|---|-------------|
| Full service restaurant | |
| 0-15 seats | \$568 |
| 16-50 seats | \$638 |
| 51-150 seats | \$730 |
| 150+ seats | \$809 |
| Not for profit License | \$100 |
| Limited service Restaurant | \$323 |
| Bed and Breakfast | \$232 |
| Commissary | \$406 |
| Warehouse | \$163 |
| Mobile food unit | |
| Class 1 to 3 | \$222 |
| Class 4 | \$421 |
| Benevolent facility, whose main focus is to serve food directly to indigent populations at no charge | \$-0- |
| Temporary Restaurant | |
| Single event, intermittent and seasonal | \$77 |
| Not for profit license – intermittent and seasonal | \$50 |
| Not for profit license – 90-day license | \$50 |
| Not for profit license – single event (per calendar year) | \$50 |
| Not for profit license – single event (per calendar year) if qualifies as benevolent organization | \$34 |
| Fee due in health department 5 days prior to event, and if not paid by that time, then the following fee charged: | |
| Single event, intermittent and seasonal | \$132 |
| Not for profit license – intermittent and seasonal/90 day | \$55 |
| Temporary at event (operating without a license) | \$264 |
| Vending machines (by number of machines) | |
| 1-10 units | \$43 |
| 11-20 units | \$85 |
| 21-30 units | \$117 |
| 31-40 units | \$160 |
| 41-50 units | \$196 |
| 51-75 units | \$238 |
| 76-100 units | \$323 |
| 101-250 units | \$562 |
| 251-500 units | \$890 |
| 501-750 units | \$1214 |
| 751-1000 units | \$1485 |
| 1001-1500 units | \$1940 |
| 1501+ units | \$2429 |

Table D

| | |
|--|--|
| Reinstatement fee - to reinstate a license after the December 31 expiration, the applicant must pay a reinstatement fee of \$100 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100 on the first day of each succeeding month until the license is reinstatement | \$100 per month |
| Inspection fee – Quarterly inspections resulting from 2 consecutive failures of 70 points or less | One-half of original license fee for each inspection |
| Reinspection fee – for any reinspections beyond 2 in one calendar year | \$141/hour with 1 hour minimum |

Tourist Facilities Annual Fee (January 1 to December 31)

| <i>Description</i> | <i>Fees</i> |
|--|---------------------|
| Tourist accommodation | \$65 |
| Organizational camp | \$65 |
| Recreational Vehicle Park (by number of spaces) | |
| 0-50 spaces | \$65 + \$2.00/space |
| 51-100 spaces | \$65 + \$2.00/space |
| 101+ spaces | \$65 + \$1.39/space |
| Non-renewal/late penalty fee – facilities that renew later than January 15 will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency until the fee is paid in full | 50% per month |

Pool Facilities Annual Fee (January 1 to December 31)

| <i>Description</i> | <i>Fees</i> |
|--|---------------------------------|
| First pool/spa | |
| Seasonal | \$152 |
| Annual | \$239 |
| Additional pool/spa | |
| Seasonal | \$89 |
| Annual | \$152 |
| Reinspection fee – For any reinspections beyond 2 in one calendar year | \$141/hour, with 1 hour minimum |
| Non-renewal/late penalty fee – facilities that renew later than January 15 will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency until the fee is paid in full | 50% per month |

Plan Review

| <i>Description</i> | <i>Fees</i> |
|-------------------------------|-------------|
| Full Service restaurant | \$379 |
| Limited service restaurant | \$110 |
| Seasonal temporary restaurant | \$110 |
| Bed and Breakfast | \$110 |
| Commissary | \$186 |

Table D

| | |
|--|-------|
| Warehouse | \$76 |
| Mobile food unit | |
| Class 1 to 3 | \$110 |
| Class 4 | \$220 |
| Benevolent facility, whose main focus is to serve food directly to indigent populations at no charge | \$-0- |
| Not for profit | \$190 |
| School Plan Review | \$138 |
| Remodeling | |
| Full service restaurant | \$138 |
| All other food facilities | \$76 |

Inspection Fee for Facilities Licensed by Other Agencies

| <i>Description</i> | <i>Fees</i> |
|---|-------------|
| Child care facilities | \$192 |
| Head Start facilities | \$192 |
| Schools | |
| Central kitchen | \$229 |
| On-site prep kitchen | \$192 |
| Finishing kitchen | \$172 |
| Satellite | \$76 |
| Summer Education Programs | |
| Serve site | \$117 |
| Kitchen preparation | \$227 |
| Waiver food service site | \$192 |
| Waiver satellite site | \$76 |
| Correctional facilities – per hour (time includes travel and reporting) | \$141/hour |
| Non-licensed facilities – per hour (time includes travel and reporting) | \$141/hour |

ONSITE Wastewater Treatment System (all application fees include \$100 DEQ Surcharge Fee unless otherwise noted)

| <i>Description</i> | <i>Fees</i> |
|---|-------------|
| Site Evaluation | |
| Single family dwelling – First lot | \$780 |
| Single family dwelling – Each additional lot evaluated during initial visit | \$780 |
| Commercial facility with a design capacity of 1,000 gpd or less | \$780 |
| Commercial facility with a design capacity of 1,001 – 1,500 gpd | \$956 |
| Commercial facility with a design capacity of 1,501 – 2,000 gpd | \$1,032 |
| Commercial facility with a design capacity of 2,001 – 2,500 gpd | \$1,208 |
| Existing system report | \$740 |
| Construction/Installation Permits | |
| For systems with a design capacity of less than 600 gpd | |
| System Type A | \$548 |
| System Type B | \$964 |
| System Type C | \$1,108 |

Table D

| | |
|--|---------|
| System Type D | \$1,335 |
| System Type E | \$1,620 |
| Plan Review for Commercial Facility Systems | \$-0- |
| For systems with a design capacity of 601-1,000 gpd | |
| System Type A | \$548 |
| System Type B | \$964 |
| System Type C | \$1,108 |
| System Type D | \$1,335 |
| System Type E | \$1,620 |
| Plan Review for Commercial Facility Systems | \$368 |
| For systems with a design capacity of 1,001-1,500 gpd | |
| System Type A | \$644 |
| System Type B | \$1,060 |
| System Type C | \$1,204 |
| System Type D | \$1,413 |
| System Type E | \$1,760 |
| Plan Review for Commercial Facility Systems | \$432 |
| For systems with a design capacity of 1,501-2,000 gpd | |
| System Type A | \$740 |
| System Type B | \$1,156 |
| System Type C | \$1,300 |
| System Type D | \$1,491 |
| System Type E | \$1,812 |
| Plan Review for Commercial Facility Systems | \$496 |
| For systems with a design capacity of 2,001-2,500 gpd | |
| System Type A | \$836 |
| System Type B | \$1,252 |
| System Type C | \$1,396 |
| System Type D | \$1,569 |
| System Type E | \$1,908 |
| Plan Review for Commercial Facility Systems | \$560 |
| Reinspection fee - System Types A - E (No surcharge fee) | \$141 |
| Type A = Gray water waste disposal sumps | |
| Type B = Holding tanks | |
| Type C = Standard subsurface, absorption trenches in saprolite, redundant, seepage trench, steep slope | |
| Type D = Alternative treatment technologies, capping fill, pressurized distribution, tile dewatering | |
| Type E = Recirculating gravel filter, sand filter (commercial or residential) | |
| Pump Evaluation fee. For all permits for Types A and B that specify the use of a pump or dosing siphon except for sand filter, alternative treatment technologies, recirculating gravel filter, and pressurized distribution systems. (No surcharge fee) | \$64 |
| Alteration Permits: | |
| Major Alteration | \$652 |
| Minor Alteration | \$364 |

Table D

| | |
|--|---------|
| Repair Permits - Single Family Dwelling | |
| Major Repair | \$635 |
| Minor Repair | \$356 |
| Repair Permits - Commercial Facility | |
| Major Repair | \$1,108 |
| Minor Repair | \$563 |
| Permit Transfer, Reinstatement or Renewal | |
| Field Visit Required | \$620 |
| Field Visit Not Required | \$252 |
| Authorization Notices: | |
| Field Visit Required | \$724 |
| Field Visit Not Required | \$260 |
| Renewal of hardship authorization for temporary dwelling: | |
| Field Visit Required | \$430 |
| Field Visit Not Required | \$200 |
| Alternative system inspection - Holding tanks | \$484 |
| Alternative system inspection | \$628 |
| Land Use Clearance (No surcharge fee) | \$50 |
| Annual report evaluation – Holding tanks (No surcharge fee) | |
| Hard copy submittal | \$30 |
| Online submittal | \$25 |
| Annual report evaluation - Sand filters, pressurized distribution systems, recirculating gravel filters, and alternative treatment technology (No surcharge fee) | |
| Hard copy submittal | \$60 |
| Online submittal | \$50 |
| Pumper truck inspections (No surcharge fee) | |
| First vehicle, each inspection | \$100 |
| Each additional vehicle, each inspection | \$50 |

Table E
Morrow County Fair & Rodeo Usage Fees

Annex

| | |
|--|------------|
| Includes Kitchen: \$65.00 (\$100 refundable cleaning/damage deposit) | = \$165.00 |
| ½ Day Use: \$32.50 (\$100 refundable cleaning/damage deposit) | = \$132.50 |

Dance Hall

| | |
|---|------------|
| Includes Kitchen: \$130.00 (\$200 refundable cleaning/damage deposit) | = \$330.00 |
| ½ Day Use: \$65.00 (\$200 refundable cleaning/damage deposit) | = \$265.00 |

Outside Pavilion

| | |
|---|-----------|
| Includes Bathrooms: \$40 (\$100 refundable cleaning/damage deposit) | = \$140 |
| Without Bathrooms: | = \$0 |
| Tables (Flat Fee) | = \$25.00 |
| Chairs (Flat Fee) | = \$30.00 |

RV Hookups

| | |
|--------------------------------------|---------------|
| With water, sewer and electricity | = \$26.00/day |
| Without water, sewer and electricity | = \$17.00/day |

Wilkinson Arena

| | |
|--|-----------|
| Includes daily grooming, bleachers, and restrooms. Lights are separate, by tokens only | |
| Daily: \$300.00 (\$500 refundable cleaning/damage deposit) | = \$800 |
| Weekend: \$500.00 (\$500 refundable cleaning/damage deposit) | = \$1,000 |

| | |
|--|--------------|
| Each additional grooming | = \$30.00 |
| No Reservation Usage: | = \$5.00/hr. |
| (Tokens available at MCGG and Fair Office) | |

OTPR ARENA

| | |
|--|-------------|
| Arena ONLY (plus refundable Rough Stock Chute Damage Deposit) | = \$150/day |
| Arena w/roping or bucking chute (plus refundable Rough Stock Chute Damage Deposit) | = \$200/day |
| Rough Stock Chute Damage Deposit (refundable) | = \$500 |
| Stall Rental per day | = \$10 |
| Stall Rental (Month per Horse) | = \$100 |
| Outside pen rental (per pen) | = \$10 |

Table F

Finance Department Fee Schedule

| | |
|--------------------------------|---------|
| Copies of Budget | \$10.00 |
| Copies of Financial Statements | \$10.00 |

Table G

Justice Court Filing and Other Fees (Effective 10-1-19)

PLEASE NOTE THE FOLLOWING: the Clerk of the court shall not accept for filing any document except upon the payment of the fees set forth below and such other fees as may be allowed or required by law for the filing of such documents. Payment of fees must be by cash, money order or cashier's check. The Clerk shall not accept personal checks for the payment of fees; personal checks are not legal tender.

Civil Actions: (Civil Action Fee applies to ANY civil filing that is not a Small Claim or FED)

| | |
|--|-----------------|
| Plaintiff's Filing Fee | \$90.00 |
| Defendant's Filing/Appearance Fee | \$90.00 |
| Jury Trial Fee | \$125.00 |
| (Paid by party demanding jury trial at the time the demand is made) | |
| Trial Fee (Paid by Plaintiff at the time trial is set) | \$75.00 |
| Motion Fee | \$30.00 |
| (See ORS 21.200 for a listing of motions requiring this fee. Fee must be paid by moving party when motion is filed.) | |

Small Claims:

| | |
|--|-----------------|
| Plaintiff's Filing Fee | \$37.00 |
| Defendant's Answer Fee | \$37.00 |
| (No Fee to Defendant who confesses or admits claim) | |
| Defendant's Answer with Demand for Jury Trial | \$215.00 |
| (Amount in controversy must exceed \$750) (\$490 Civil Answer Fee + \$125 Jury Trial Fee) | |
| Plaintiff's Additional Fee after Defendant's Answer | \$53.00 |
| (Plaintiff's filing of Complaint & Summons and payment of additional \$53 fee removes an action from the Small Claims Docket to the Civil Docket.) | |

FED (Dwelling Unit to which ORS Chapter 90 Applies):

| | |
|---|-----------------|
| Plaintiff's Filing Fee | \$88.00 |
| Defendant's Answer/Appearance Fee | \$88.00 |
| (There is no filing fee for a defendant who attends the first appearance, unless the defendant files an answer or files a pleading, such as an ORCP 21 motion.) | |
| Jury Trial Fee | \$125.00 |
| (Jury Trial Fee must be paid by party making demand at the time demand is made) | |
| Trial Fee (Paid by Plaintiff at the time the trial is set) | \$75.00 |

FED (commercial or non-residential):

| | |
|---|-------------------------------------|
| Plaintiff's Filing Fee | \$90.00 |
| Defendant's Filing/Appearance Fee | \$88.00 [See ORS 105.130(3)] |
| Jury Trial Fee | \$125.00 |
| (Paid by part demanding jury trial at the time the demand is made.) | |

Trial Fee **\$75.00**

(Paid by Plaintiff at the time the trial is set)

Note: The plaintiff's fee set forth in ORS 105.130(2) applies only to FEDs for dwelling units subject to ORS Chapter 90. The Civil Action Fee applies to all other FEDs. Pursuant to ORS 105.130(3), the Defendant's Filing Fee applies to all FEDs, not just those to which ORS Chapter 90 applies.

OTHER FEES

Filing Fee for Motion to Set Aside Conviction **\$281.00**

(As per ORS 137.353(2)(d), the fee is that established under ORS 21.135.)

Motion Filing Fee for any of the following:

(To be paid by the party filing the motion and by the party responding to the motion)

- Motion for Summary Judgment under ORCP 47
- Motion for JNOV under ORCP 63
- Motion for a new trial under ORCP 64
- Motion for relief from judgment under ORCP 71
- Motion for preliminary injunction under ORCP 79
- Motion seeking remedies for contempt of court

Filing Fee for Motion to Set Aside Arrest **\$90.00**

(Civil Action filing fee still applies to Motions filed under ORS 137.225(1)(b))

Writ of Garnishment or Writ of Execution **\$20.00**

[If small claim, must also pay additional \$9.00 to transcribe to Civil Docket, ORS 55.130(2)]

Notice of Restitution (FED) **\$10.00**

Transcript of Judgment **\$9.00**

Certified Copy of Judgment **\$9.00**

For each official certificate **\$10.00**

[For example, a certified copy of a document such as a Satisfaction of Judgment. Be sure to also collect the Search Fee and Copy Fee as provided in ORS 205.320 for locating and copying the document or record requested. ORS 51.310(1)(j).]

COSTS, DISBURSEMENTS & PREVAILING PARTY FEES

Prevailing Party Fees are fees set by statute (ORS 20.190) and are awarded to the prevailing party in certain Civil Actions as a matter of right. The Prevailing Party Fee is awarded as part of Costs and Disbursements. Prevailing Party Fees, Costs and Disbursements, are required to be awarded to the prevailing party as a matter of law, ORS 52.010(2). A prayer for Costs and Disbursements in a party's pleading is not necessary to trigger the right to recover Costs, Disbursements and the Prevailing Party Fee in a Justice Court Civil Action. *Id.*

Prevailing Party Fees apply only in Civil Actions; such fees are not available in a Criminal Action, including traffic violations.

Prevailing Party Fees in Justice Court Civil Actions are set forth below (see ORS 20.190).

| <u>Type of Action</u> | <u>No Trial</u> | <u>After Trial</u> |
|--|-----------------|--------------------|
| Civil Action Docket – No money or damages at Issue | \$50 | \$60 |
| Civil Action Docket – Money or damages at Issue | \$117 | \$135 |
| Small Claim – No money or damages at Issue | \$50 | \$60 |
| Small Claim – Money or damages at Issue | \$117 | \$135 |
| FED – Restitution of Premises Only Issue | \$50 | \$60 |
| FED – Restitution & money damages at Issue | \$117 | \$135 |

APPEALS FEES

| | |
|---|--------------|
| Fee for appeal to Circuit Court from a violation offense conviction | \$281 |
| Fee for appeal to Circuit Court from Small Claim judgment (Judgment amount must also be paid to appeal to Circuit Court) | \$170 |
| Fee for appeal to Circuit Court from Civil Action judgment | \$170 |
| Fee for appeal to Circuit court from FED judgment | \$170 |

Table H
Morrow County Juvenile Department
Fees and Assessment Schedule

| | |
|-------------------------|--|
| Supervision Fee: | \$120.00 Formal Court Probation cases only. One time fee. |
| Detention Fee: | \$180.00 per day (NORCOR). \$140.00 per day Walla Walla. Parent may be responsible for a percentage up to the full amount incurred by Morrow County. |
| FAA: | \$65.00 per Formal Accountability Agreement. One time per FAA entered. |
| Urinalysis Fee: | All Cases. \$20.00 Per Positive Test (no lab) \$35.00 per Positive Test (lab) \$0.00 per Negative Test |
| Tobacco Fee: | All Cases \$25.00 First Offense \$50.00 Second Offense \$100.00 Third and Subsequent Offense(s) |

Violations per Statute

Minimums

| | |
|-------------------|----------|
| Class A violation | \$225.00 |
| Class B violation | \$135.00 |
| Class C violation | \$85.00 |
| Class D violation | \$65.00 |

Presumptive

| | |
|-------------------|----------|
| Class A violation | \$440.00 |
| Class B violation | \$265.00 |
| Class C violation | \$165.00 |
| Class D violation | \$115.00 |

Maximums

| | |
|-------------------|------------|
| Class A violation | \$2,000.00 |
| Class B violation | \$1,000.00 |
| Class C violation | \$500.00 |
| Class D violation | \$250.00 |

Fee application is determined on a case by case basis at the discretion of the Director of the Juvenile Department. Fees may be modified or waived. All fees are in U.S. dollars.

Table I
Planning Department Fee Schedule

| | |
|--|-----------|
| Land Partition and/or Replat | \$ 600 |
| Property Line Adjustment | |
| A. Ministerial (no previous plat) | \$ 450 |
| B. Property Line Adjustment by replat | \$ 600 |
| Partition for Financial Purpose | \$ 450 |
| Conditional Use Permits | |
| A. Conditional Use Permits | \$ 600 |
| B. Conditional Use Permits for Energy Facilities | \$ 2,500 |
| Additional Fee per Megawatt | \$ 500 |
| Fee Schedule Special Provisions will apply. | |
| C. Conditional Use Permits issued under | |
| Morrow County Zoning Ordinance 6.015 | \$ 750 |
| D. Aggregate (Industrial/Forest Use) | \$ 600 |
| Variances | |
| A. Minor | \$ 250 |
| B. Major | \$ 600 |
| C. Hardship | \$ 250 |
| D. Administrative Renewal | \$ 150 |
| Zone Changes | \$ 1,500 |
| Comprehensive Plan Amendment | \$ 1,500 |
| A. Aggregate (Farmland) includes CUP | \$ 1,750 |
| B. Aggregate Goal 5 | \$ 2,500 |
| Zoning Permit/Site Plan Review | |
| A. Residential Dwellings | |
| Single | \$ 50 |
| Multiple | \$25/unit |
| B. Farm and Forest Uses | |
| Farm Dwellings | \$ 100 |
| Forest Dwellings | \$ 100 |
| Farm or Forest Accessory Uses | \$ 100 |
| C. Commercial Uses | \$ 250 |
| D. Industrial Uses | \$ 250 |
| E. Met Towers | \$ 250 |
| F. Airport Light Industrial Uses with Special Provisions | \$ 300 |

| | | |
|-----------------------------------|---|------------|
| Cell Towers | | |
| A. | Changes to Existing Towers less than 200' (ZP or CUP Amendment) | \$ 250 |
| | Maintenance, Replacement, Upgrade of Equipment, and increase in height not to exceed 199' | |
| B. | New Tower, less than 200', EFU, FR, RR, PI, MG, RSC (ZP) | \$ 250 |
| C. | New Tower, less than 200', FU, SR (CUP) | \$ 600 |
| D. | New Tower, 200' and over, RSC. RR, FR, PI (ZP) | \$ 250 |
| E. | New Tower, 200' and over, EFU, RRI, FU, SR, MG (CUP) | \$ 600 |
| | Also applicable to installed facilities without approved CUPs | |
| | Farm Ag Exempt Permit (Recording Fee will be required) | \$ 150 |
| | Flood Plain Development Permit | \$ 250 |
| Land Use Compatibility Statements | | |
| A. | Onsite with Zoning Permit | No Charge |
| B. | Onsite without Zoning Permit (repairs, etc.) | \$ 25 |
| C. | All Others (per tax lot fee, up to 10 tax lots) | \$ 25 |
| | Special fee provisions and hourly rate may apply. | |
| Land Use Decisions | | |
| A. | Farm and Forest Use Dwelling Determinations | |
| | Replacement | \$ 200 |
| | Accessory | \$ 200 |
| | Lot of Record | \$ 200 |
| | Non-Farm Dwelling | \$ 200 |
| B. | Temporary Use Permits | \$ 100 |
| | 12 Month Review/Renewal | \$ 50 |
| C. | Agritourism and Events | |
| | Single Event License | \$ 100 |
| | Up to 6 Events/year -- 2 Year Permit | \$ 250 |
| | Up to 18 Events/year – 4 Year Permit | \$ 450 |
| D. | Mass Gatherings | \$ 600 |
| | Environmental Assessment and Impact Reviews | \$ 75/hour |
| | Speedway Site Development Review | \$ 600 |
| | Planned Unit Development | \$ 600 |
| | Additional for each lot or dwelling unit, whichever is greater | \$ 40 |
| | (Maximum \$6,000) | |

| | |
|--|------------|
| Subdivision | \$ 600 |
| Additional for each lot (Maximum \$6,000) | \$ 40 |
| Preapplication Review (Land Partition, Subdivision, Conditional Use Permit, etc.) Required for Energy Facilities | \$ 100 |
| Street/Road Dedication - Request not a part of a Subdivision | \$ 250 |
| Street/Road Vacation | \$ 1,500 |
| Change of Street/Road Name or New Street/Road Name | \$ 250 |
| Appeal to Planning Commission | \$ 250 |
| Cost of Transcript | \$ 75/hour |
| Appeal to Board of Commissioners | \$ 250 |
| Cost of Transcript | \$ 75/hour |
| Rural Address | \$ 200 |
| Publications (available on County website) | |
| A. Comprehensive Plan | \$ 150 |
| B. Zoning Ordinance | \$ 75 |
| C. Subdivision Ordinance | \$ 20 |
| Permit Extensions or Amendments (Fee Schedule Special Provisions may apply) | |
| A. Ministerial Extension | \$ 150 |
| B. Ministerial Amendment | \$ 250 |
| C. Planning Commission Extension | \$ 350 |
| D. Planning Commission Amendment | \$ 250 |
| Remand Hearing | \$ 600 |
| Site Visit (per hour) | \$75/hour |
| Research Labor Fee | \$50/hour |

Code Enforcement Induced Application Penalty:
Applications made to resolve Code Enforcement action will be subject to **twice**
the normal Land Use Application fee.

GIS Services

| | | | |
|----|--|---------------------|-----------|
| A. | Map Design and Analysis | | \$75/hour |
| B. | Digital Media | | |
| | Morrow County Shapefiles (shipping will be added) | \$ | 75 |
| | Publicly Available Shapefiles (shipping will be added) | \$ | 25 |
| C. | Hard Copy Maps - Wide Format Printer (Plotter) | | |
| | 18" x 24" | Black & White | \$ 5/each |
| | | Color Lines | \$ 7/each |
| | | Full Coverage Color | \$10/each |
| | 36" x 24" | Black & White | \$10/each |
| | | Color Lines | \$14/each |
| | | Full Coverage Color | \$20/each |
| | | Photo Quality Paper | \$40/each |
| | 36" x 48" | Black & White | \$20/each |
| | | Color Lines | \$28/each |
| | | Full Coverage Color | \$40/each |
| | | Photo Quality Paper | \$80/each |

Morrow County Disclaimer

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The information presented in these products does not replace or modify land surveys, deed, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual. **YOU SHOULD ALWAYS USE THE ORIGINAL RECORDED DOCUMENTS TO ANSWER LEGAL AND SURVEY QUESTIONS.**

Fee Schedule Special Provisions:

Certain projects require significantly more resources of the County to review than other projects. Examples include, but are not limited to, energy facilities, state or federal facilities, large scale developments, and projects with regional impact. These projects involve more resources of the Planning Department and other county departments due to their complexity and their overall impacts on the community. The demands placed upon the Planning Department in effect jeopardize the ability of the Department to meet other obligations such as processing local applications and completing routine planning activities.

For these time-consuming and large-scale projects that require excessive departmental resources to review, the Planning Director may require the applicant to sign a memorandum of agreement to compensate the County for actual costs incurred to complete the review of a project and process an application in a timely manner. Funds obtained through the memorandum of agreement may provide a means for the County to retain extra temporary personnel, or to cover other personnel, administrative, travel, or materials costs.

Therefore, if it is determined by the Planning Director at the time of initial application or at any time during the application process, that staff time and departmental costs to process a specific land use application will be significantly greater than that of other typical applications, the Planning Director may require an applicant to enter into a memorandum of agreement with the County which would establish a fee based upon actual staff time and departmental costs.

In terms of energy facility review, the Planning Director may require the applicant to sign a memorandum of agreement at any time after the Notice of Intent is filed with the Energy Facility Siting Council or the Department of Energy, or upon submittal of an application for local permits. If the State of Oregon Energy Facility Siting process, as date this ordinance becomes effective is superseded, the County shall continue to retain authority to require a memorandum of agreement for local review of energy facilities.

If an applicant refuses to enter into a memorandum of agreement or there is failure to negotiate an acceptable fee, the applicant may appeal the Planning Director's decision to the Board of Commissioners for resolution. If the applicant and the County fail to reach an agreement, the application will not be processed.

Regarding Environmental Assessment and Impact Reviews, we have found that the hours spent reading and researching these assessments are not only costly but, in fact, we wind up doing or supplying data used by consultants who, in turn, charge their clients for work we have done.

Table J

| Morrow County Health Department | |
|---|------------------|
| Fee Schedule 2019-2020 | |
| Patient Visit | 2019-2020 |
| Low Visit New Patient RN Only | \$ 210.00 |
| New expanded strtrfrwr | \$ 279.00 |
| Moderate New Patient | \$ 224.00 |
| New Complex-Mod Complexity | \$ 425.00 |
| | |
| Low Visit Established Patient RN Only | \$ 158.00 |
| Est expanded strtrfrwr | \$ 168.00 |
| Est focused low complexity | \$ 279.00 |
| Est detailed-mod complexity | \$ 335.00 |
| | |
| FP Visit OHP | \$ 135.00 |
| | |
| Admin Fee Vaccine 1st shot | \$ 54.00 |
| Admin Fee Vaccine 2nd shot | \$ 15.00 |
| | |
| Vaccine administration fee for "free" State Supplied Vaccine | \$ 21.00 |
| | |
| | |
| IUD Insertion Fee | \$ 168.00 |
| IUD/IUS Removal | \$ 168.00 |
| Hormone Impl. In | \$ 224.00 |
| Hormone Impl. Out | \$ 224.00 |
| | |
| Hormone Imp Replace | \$ 224.00 |
| | |
| | |
| <p>All supplies and/or devices are charged based on acquisition cost. The cost will vary as our supplier rates change. Labs are billed to OHP directly from the lab. The lab bills us in cases where the client is uninsured or confidential. We are usually unable to bill for this type of visit because the client is not already established in the provider.</p> | |

Table J
Oregon Immunization Program, Vaccine Costs by Dose for Billable
Clients July-December 2019
(Clinics Must Not Charge Higher Than Published Prices)

| VACCINE | CPT | CVX | MFG | Brand | PRICE PER DOSE |
|--------------------|---------------|------------|----------------|-----------------------|-----------------|
| DTaP | 90700 | 107 | GSK | Infanrix | \$20.25 |
| | | | SANOPI-PASTUER | Daptacel | \$28.27 |
| | | | Not Specified | | \$28.27 |
| DTaP/HepB/IPV | 90723 | 110 | GSK | Pediarix | \$70.15 |
| DTaP/IPV | 90696 | 130 | GSK | Kinrix | \$50.30 |
| | | | SANOPI-PASTUER | Quadracel | \$53.13 |
| | | | Not Specified | | \$53.13 |
| DTaP/IPV/Hib | 90698 | 120 | SANOPI-PASTUER | Pentacel | \$91.52 |
| DT | 90702 | 28 | SANOPI-PASTUER | Pediatric DT | \$54.59 |
| e-IPV | 90713 | 10 | SANOPI-PASTUER | IPOL | \$31.89 |
| HBIG | 90371 | 30 | GRIFOLS USA | HyperHep B S/D | Contact Program |
| Hep A | 90633 | 83 | GSK | Havrix | \$26.85 |
| | | | MERCK | Vaqta | \$23.75 |
| | 90632 | 52 | GSK | Havrix (Adult) | \$42.15 |
| | | | MERCK | Vaqta (Adult) | \$37.66 |
| Hep B | 90744 | 8 | GSK | Engerix-B | \$23.55 |
| | | | MERCK | Recombivax HB | \$16.50 |
| | 90746 | 43 | GSK | Engerix-B (Adult) | \$45.65 |
| | | | MERCK | Recombivax HB (Adult) | \$38.62 |
| 90739 | 189 | DYNAVAX TC | Heplisav-B | \$88.15 | |
| Hep A/B | 90636 | 104 | GSK | Twinrix | \$80.60 |
| Hib | 90648 | 48 | SANOPI-PASTUER | ActHIB | \$10.64 |
| | 90647 | 49 | MERCK | PedVaxHIB | \$26.21 |
| HPV9 | 90651 | 165 | MERCK | Gardasil 9 | \$208.46 |
| IG | 90281 | 86 | GRIFOLS USA | Gamastan | \$79.89 |
| Meningococcal ACWY | 90734 | 147 | SANOPI-PASTUER | Menactra | \$115.17 |
| | | | GSK | Menveo | \$106.75 |
| | | | Not Specified | | \$115.17 |
| Meningococcal B | 90621 | 162 | PFIZER | Trumenba | \$124.92 |
| | 90620 | 163 | GSK | Bexsero | \$151.15 |
| | Not Specified | | \$151.15 | | |
| MMR | 90707 | 3 | MERCK | MMR II | \$74.97 |
| MMR-V | 90710 | 94 | MERCK | ProQuad | \$214.16 |
| Pneumo 23 | 90732 | 33 | MERCK | PneumoVax 23 | \$98.18 |
| Pcv 13 | 90670 | 133 | PFIZER | Prevnar 13 | \$188.97 |
| Rotavirus | 90681 | 119 | GSK | Rotarix | \$114.15 |
| | 90680 | 116 | MERCK | RotaTeq | \$82.81 |
| | Not Specified | | \$114.15 | | |
| Td | 90714 | 139 | SANOPI-PASTUER | Tenivac | \$33.83 |
| Tdap | 90715 | 115 | GSK | Boostrix | \$35.75 |
| | | | SANOPI-PASTUER | Adacel | \$36.11 |
| | | | Not Specified | | \$36.11 |
| Varicella | 90716 | 21 | MERCK | Varivax | \$129.17 |
| Varicella-Zoster | 90750 | 187 | GSK | Shingrix | \$0.00 |

* This vaccine is no longer available. Price reflected is the most recent price per dose prior to leaving the market.

Yellow highlighted indicates new code or new price.

Table K

**Morrow County Public Works
Fee Schedule**

Permits

| | |
|--|----------|
| Road Approach site application commercial | \$125.00 |
| Road Approach site application residential | \$50.00 |
| Permit to Build on Right of Way (Access)..... | \$50.00 |
| Utility Permit (Private Utility) | \$50.00 |
| No – Spray Permit | \$25.00 |
| Leaky Load Permit (monthly fee per unit)..... | \$10.00 |
| Continuous Variance Permit | \$5.50 |
| (Over width/over length permit) | |

Black/Color Large Format Printer Printing and/or Copies

| | | |
|------|---------------------------------------|---------------------------|
| Size | 8.5” x 11” | \$7.00 |
| Size | 8.5” x 14” | \$9.00 |
| Size | 11” x 17” | \$12.00 |
| Size | 17” x 22” | \$13.00 |
| Size | 22” x 34” | \$15.00 |
| Size | 30” x 42” | \$20.00 |
| Size | 34” x 44” | \$25.00 |
| Size | BANNER (42 inch width x # ft. length) | \$10.00 per foot (length) |

Lamination Fees (Maximum width 27 inches)

| | |
|----------------------|--------|
| 3 Mil. Per Sq. Inch. | \$0.05 |
|----------------------|--------|

Standard COPY Fees from document/file/PDF

| | | |
|------|------------|---------------------------|
| Size | 8.5” x 11” | \$0.25/page black & white |
| Size | 8.5” x 11” | \$1.00/page color |
| Size | 8.5” x 14” | \$0.25/page black & white |
| Size | 8.5” x 14” | \$1.00/page color |
| Size | 11” x 17” | \$3.00 |
| Size | 17” x 22” | \$8.00 |
| Size | 22” x 34” | \$10.00 |
| Size | 30” x 42” | \$12.00 |
| Size | 34” x 44” | \$15.00 |

Labor for custom products will result in a \$20.00/hour fee, minimum one-half hour

**Morrow County Public Works
Airport Fee Schedule**

Airport Hangar Rent

| | |
|---|--|
| Through the fence ingress/egress per operator | \$10.00 a month |
| Standard T- Hangar | \$1.25/sq. ft. = \$120.00 per month |
| Large End Hangar | \$1.25/sq. ft. = \$400.00 per month |
| Secured Vehicle Parking | \$10.00 per month with agreement |
| Airport grounds site lease | \$0.50/sq. ft. per year with signed 20 year lease agreement |
| Aviation Fuel | \$0.65 Profit margin markup on current price |
| Utility lease with new Ag site | \$175.00 per month with agreement |

**Morrow County Public Works
Transfer Station Fee Schedule**

Transfer Site:

Cubic Yard cost Minimum Waste fee \$8.85 (Average between both sites \$8.85)

Length ft. x Width ft. x Height ft. = _____ Divide by 27 (Number ft. in a cubic yard) = _____ Take that amount multiply by the **\$8.85** Minimum cost.

Examples below

One-half pickup box or less **\$8.85** minimum

6' x 6' x 3' = 4 cubic yards = **\$35.00**
 6' x 8' x 2' = 3.55 cubic yards = **\$31.00**
 8' x 8' x 6' = 14.22 cubic yards = **\$125.50**
 8' x 12' x 7' = 24.88 cubic yards - **\$220.00**

1 up to 32-gallon bag or equivalent **\$8.85**

| | |
|------------------------|----------------|
| Car tire without rim | \$9.00 |
| Truck tire without rim | \$12.50 |
| Tractor / Duplex | \$27.50 |
| Grader tire | \$51.25 |

The following items are taken **FREE OF CHARGE** for Morrow County residents:

Household Items:

| | |
|--------------|-------------------------|
| Sofas | Refrigerators |
| Love Seats | Freezers |
| Large Chairs | Water Heaters |
| Mattresses | Stoves/Ranges |
| Box Springs | Washers |
| Microwaves | Dryers |
| Toilets | Sinks (kitchen or bath) |

Paint:

Latex and Oil Based (Gallon Containers Only)

Electronics:

| | |
|-----------------|--------------------------|
| Computer Tower | Fax Machines |
| Computer Screen | Tablets |
| Key Boards | Telephones & Cell Phones |
| Printers | Copiers |
| Handheld Radios | Stereos |

Table L

**Morrow County Sheriff's Office
Fee Summary- 2020**

Civil Unit

Serving summons, subpoena, citation, order, notice of similar documents, including small claims, or writ of execution, directed to not more than two different parties at the same address: **\$45.00**

Directed to more than two different parties at the same address (each party) **\$25.00**

Any service involving travel in excess of 75 miles round trip, an additional fee will be billed and collected. Mileage measured from Circuit Court to location of service. **\$45.00**

Real Property

- Real Property Sale Preparation: **\$ 100.00**
- Conduction Sheriff's Sale: **\$ 11.00**
- Post Notice of Sale on Property: **\$ 45.00**
- Sheriff Statutory Enforcement Fee: **\$ 80.00**
- Post Sale Administration: **\$ 67.00**
- Post notice of sale on property: **(+ \$45 mileage fee if applicable) \$ 45.00**
- Post after sale notice: **(+ \$45 mileage fee if applicable) \$ 45.00**
- Copies made for mailing: **\$.25 each page**
- Pre-sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Post sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Heppner Gazette Times Ad & Affidavit (subject to change per state statute)
(sent to Gazette Times) \$ 244.00 flat fee
- Oregon State Sheriff's Association Website for Property Sales
(subject to change per state statute) **(sent to OSSA) \$ 300.00 flat fee**

Sheriff's Deed, Certificate of Redemption or conveyance of real property sold on any process: **\$ 50.00**

Entering and processing distraint warrants for state agencies: **\$ 6.25 each**

Concealed Handgun License

New : **\$65** (\$50 for application, \$15 for Oregon State Police fingerprint fee)

Renewal: **\$50**

Duplicate: **\$15**

Transfer: **\$30** (\$15 for application, \$15 for Oregon State Police fingerprint fee)

Morrow County Sheriff's Office Fee Summary

Records

- Copies of Deputies reports (per report): \$ 15.00
- 9-1-1 calls copied to CD or flash drive (per call): \$ 20.00
- Radio traffic related to incident copied to CD or flash drive: \$ 20.00
- Pictures on CD or flash drive (per CD or flash drive): \$ 20.00
- Videos on CD/DVD or flash drive (per video): \$ 35.00
(Includes 30 minutes of staff time)
- Extensive records request: \$ 40.00/hr.
(AFTER first 30 minutes of staff time, billed in 15 minute increments)

Security

Uniformed Security on Civil Enforcement Action: \$ 50.00/ 1st hour
Additional time, after 1st hour: \$ 75.00/hour per deputy.

NSF Checks (cash or Money Order Only): \$30.00

Non-Criminal Fingerprinting: \$15.00

Court Ordered Fingerprinting (Cash or Money Order Only): \$15.00

Alarm System Penalties

1st False alarm per month fee
For the remainder of the month each false alarm: \$50.00

Impounded Auto Administrative Fee: \$60.00

Handgun Proficiency class 'lab' fee: \$10.00

Morrow County Sheriff's Office Fee Summary

Parole and Probation Fees

| | |
|------------------------------|--|
| Interstate Compact Fee | \$180.00 \$50.00 goes to state \$130.00 county |
| Supervision Fees | \$40.00 per month |
| Electronic Monitoring | \$15.00 per day \$25 set up fee |
| Travel Permits | \$5.00 each |
| Positive Urine Samples (LAB) | \$50.00 |
| | |
| Work Crew | \$250.00 day (full crew over 5) \$125.00 day (crew under 5) |
| Polygraphs | Varies between \$150.00 to \$300.00 |
| | |

Code Enforcement/Dogs:

Dog Impound Fee

| | |
|----------------|----------|
| First Offense | \$25.00 |
| Second Offense | \$50.00 |
| Third Offense | \$100.00 |

Chronic Offender Penalties

| | |
|-----------------|---------------------------------|
| Second Offense | 10% |
| Future Offenses | Additional 5% for each offense. |

Chronic Offender Penalties would be percentage increases as a fee, added in addition to a regular citation fine. This fee may be added by either the Deputy or the Justice of the Peace.

| | | |
|----------|------------------------|-----------------|
| Example: | Class A Violation* | \$440.00 |
| | Chronic Offender (10%) | <u>\$ 44.00</u> |
| | Total | \$484.00 |

*Fines are set by the state

Table M

Surveyor Fees

| | |
|-----------------------------|----------------------|
| Surveyor's Filing Fees | \$ 25 |
| Vacation Fee | \$ 25 |
| Partition Surveyor Review | \$200 |
| Subdivision Surveyor Review | \$300 + \$10 per lot |

Surveyor Map Copies

| | | |
|--------|------------|--------|
| A size | 8.5" x 11" | \$0.50 |
| B size | 11" x 17" | \$2.00 |
| C size | 18" x 24" | \$3.00 |
| D size | 24" x 36" | \$4.00 |

Table N

Treasurer's Fees

| | |
|---|------|
| Replacement checks (stop payments & reissues) (Will not be charged if original check was not received by individual) | \$20 |
| NSF (Not Sufficient Funds) Checks | \$20 |
| Bank Wire | \$15 |

Table O

Whole County

| | |
|-------------------------------------|--------------|
| Computer Time | \$75/hour |
| Interpreter rate | |
| Non-certified | \$25/hour |
| Certified | \$32.50/hour |
| Computer print-outs (black & white) | \$0.25/page |
| Computer print-outs (color) | \$1.00/page |
| Photocopies (black & white) | \$0.25/page |
| Photocopies (color) | \$1.00/page |
| Fax Fees for non-County business: | |
| Outgoing – 1 st page | \$3.00 |
| Each additional page | \$1.00 |
| Incoming (whole fax) | \$2.00 |

Other fees may be assessed under Oregon Revised Statutes

Columbia River Enterprise Zone II Board Members

Morrow County

Commissioner Don Russell, Chair

Term: 1-1-18 through 12-31-19

Commissioner Melissa Lindsay

Term: 1-1-19 through 12-31-20

Alternate: Darrell Green, Administrator

Term: 9-5-18 through 12-31-19 (remainder of Greg Sweek's term)

City of Boardman

City Manager Karen Pettigrew

Mayor Sandy Toms, Vice-Chair

Alternate: Brandon Hammond

Port of Morrow

Executive Director Ryan Neal

Port Commissioner Jerry Healy

Alternate: Lisa Mittelsdorf, Economic Development Director

**Morrow County Board of Commissioners Meeting Minutes
December 13, 2017 - CORRECTED
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon**

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Karen Wolff, Human Resources Director
Richard Tovey, County Counsel
Roberta Lutchter, Executive Assistant

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

City and Citizen Comments: Irrigon City Manager Aaron Palmquist welcomed the County's newly hired Administrator, Darrell Green, to Irrigon.

Open Agenda: Commissioner Doherty requested a discussion regarding Morrow County's representatives on the North East Area Commission on Transportation (NEACT).

Consent Calendar

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

- 1. Accounts Payable dated December 14th in the amount of \$236,374.94; manual check dated December 1st in the amount of \$39; December 2017 Retirement Taxes dated December 4th in the amount of \$17,571.15; December 2017 One-Time Retirement Tax Federal Withholding dated December 4th in the amount of \$556.50; Five Payroll Payables: Monthlies dated November 29th in the amount of \$163,441.97; HRA VEBA dated December 6th in the amount of \$3,000; Two Employee Finals dated December 1st in the amount of \$11,137.46; Immediates & Electronic dated December 5th in the amount of \$162,263.91; Immediates & Electronic dated November 21st in the amount of \$151,438.29*
- 2. Minutes: November 29th Business Meeting; and Work Session*
- 3. Request to re-issue Bank of Eastern Oregon credit card for the Administrative Officer to the County Administrator with a credit limit of \$3,000*

Business Items

Transitional Housing Discussion

Undersheriff John Bowles
Dan Robbins, Corrections Lieutenant

Due to an emergency, Sheriff Ken Matlack could not attend the meeting so Undersheriff Bowles presented on his behalf. He said the Sheriff's idea is to offer transitional housing for males just released from jail or prison but still on parole or probation. These individuals are required to be released back to the county of conviction.

Lt. Robbins explained the Oregon Department of Corrections is releasing inmates early to reduce the prison population. This shifts the burden to the counties to find a place for them to stay for the up to 90 days they are under the County's supervision.

Undersheriff Bowles said these individuals are already in our communities, often times moving from place-to-place if they have no family or residence. This makes it harder for Parole & Probation to monitor them, he added. In the past, Morrow County Parole & Probation's only housing option was motels in the region. The Sheriff's proposal is to fix a foreclosed property in Irrigon owned by the County for use as transitional housing, with the possible stipulation no sex offenders could reside there. Discussion.

Because there were still several unanswered questions surrounding this topic, Chair Lindsay requested the Sheriff vet the proposal through the Local Public Safety Coordinating Council with possible action by that group.

Draft Road Committee Bylaws

Matt Scrivner, Public Works Director

Mr. Scrivner said the Road Committee forwarded the Bylaws to the Board for consideration.

Commissioner Doherty directed County Counsel to draft a resolution to adopt the Bylaws of the Morrow County Road Committee. Commissioner Russell seconded. Unanimous approval.

Morrow County Representatives to the North East Area Commission on Transportation

According to NEACT's Bylaws, one of its missions is to collaborate on the development process and application of criteria for determining transportation infrastructure, capital investments and project prioritization in the northeast Oregon region.

NEACT is comprised of:

- Three voting members from each of the five eastern Oregon Counties (Baker, Wallowa, Union, Umatilla, Morrow)
- Three voting members from the Bike/Pedestrian Transit & Freight Group
- Two voting members from the Confederated Tribes of the Umatilla Indian Reservation
- One voting member from Oregon Department of Transportation

Commissioner Doherty said in light of the millions of dollars from the 2017 Transportation Package that are at stake, the County's votes are extremely important. He said the Port of Morrow's representative and alternate have not been attending the meetings and active participation is needed.

Commissioner Russell asked Rick Stokoe, who was in the audience and is a Port of Morrow Commissioner, to please follow up as to the status of its representatives.

Commissioner Doherty moved to appoint Public Works Director Matt Scrivner as his Alternate on NEACT. Commissioner Russell seconded. Unanimous approval.

Board of Commissioners Committee & Board Assignments 2018

The Commissioners reviewed the 2017 list and suggested changes. It will be reviewed again next week and finalized.

Resolution Number R-2017-31: Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone and Vadata, Inc.

Commissioner Russell moved to approve Resolution Number R-2017-31: In the Matter of Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone and Vadata, Inc. Commissioner Doherty seconded. Unanimous approval.

Columbia River Enterprise Zone II Board Appointments

Commissioner Doherty moved to reappoint Commissioner Don Russell to the CREZ II Board; and Greg Sweek as the Alternate; both terms to be January 1, 2018 through December 31, 2019. Commissioner Russell seconded. Unanimous approval.

Planning Commission Appointment Recommendations

Carla McLane, Planning Director

Ms. McLane explained three positions will end on December 31, 2017. They are as follows, with interest indicated:

- Position 1 Boardman, Mifflin Devin: interested in reappointment
- Position 4 Ione, Rod Taylor: interested in reappointment
- Position 9 Boardman, Kathy Neal: resigned

Ms. McLane said recruitment occurred which resulted in one letter of interest for Ione Position 4 from Bobbi Childers. The Board discussed ways to use the At-Large position and/or shift representation for current members. Ms. McLane mentioned a current Planning Commissioner might resign midterm resulting in a south County opening, which could be considered for Ms. Childers.

Commissioner Doherty moved to reappoint Mifflin Devin to Position 1 on the Planning Commission with the term to be January 1, 2018 through December 31, 2021. Commissioner Russell seconded. Unanimous approval.

Commissioner Doherty moved to reappoint Rod Taylor to Position 4 on the Planning Commission with the term to be January 1, 2018 through December 31, 2021. Commissioner Russell seconded. Unanimous approval.

Ms. McLane said the Boardman position vacated by Ms. Neal remains open and no parties have expressed interest.

Break: 10:30 a.m. **Resume:** 10:36 a.m.

Staff Reports

Planning Department Monthly Report

Carla McLane, Planning Director

- Undersheriff Bowles joined Ms. McLane to discuss holding a tabletop disaster response exercise sometime between March and May next year. It would be related to a fire emergency since the 2017 fire season was so significant. Ms. McLane said the intent is to follow-up with community outreach concerning appropriate fire protection and implementation of defensible spaces.
- Code Enforcement Ordinance – tentative schedule is to have the final draft ready to discuss with the Board at its January 10th meeting, with public hearings to take place February 7th in Heppner and February 14th in Irrigon.
- Planning Commission Work Plan – Planning Department staff will be drafting a Five Year Work Plan that will be discussed at Planning Commission meetings in January and February. After that, the Planning Commission would like to hold a work session with the Board of Commissioners. The Board agreed to meet sometime in March.
- Navy Record of Decision (ROD) for the Boardman to Hemingway (B2H) Transmission Line Project – Ms. McLane asked the Board if the County should comment directly to the Navy or request our Congressional delegation to comment on the delay and confusion in the timeline for the release of the ROD now being used by the Navy. The Navy's timeline should be six to nine months, she said, but they currently are presenting timelines as long as 18 months. The Commissioners expressed frustration with the Navy over several matters. Commissioner Russell said they are not a good partner in Morrow County because of their poor emergency management which leads to large fires. They also want the Bonneville Power Administration (BPA) to move the transmission line off Navy ground, which will result in the public being asked to pay for that through increased rates. Chair Lindsay said the Navy is on a mission to get everything off its ground and has been meeting with the BPA behind closed doors. Commissioner Doherty said the Navy needs to live up to the agreement it made to Morrow County and its residents over 75 years ago. The Navy no longer allows livestock grazing on the land but fuel load studies show it would be compatible and improve the land. He said he's a huge supporter of the military but the Navy no longer drop ordnance on the Bombing Range so they should move to the Yakima Training Center. He added it perplexes him as to why we have not been at the table for meetings the Navy has been holding. Frustration was also registered over the Navy's Community Plans and Liaison Officer Kimberly Peacher and her lack of attendance at meetings. The Board agreed a draft comment letter will be generated.
- Boardman Solar Energy Draft Proposed Order Comment Letter – the Board agreed by consensus to Ms. McLane sending the letter to the Oregon Department of Energy.

City and Citizen Comments, continued

Rick Stokoe, Boardman Chief of Police

Chief Stokoe discussed the current situation regarding people with mental health issues, possibly under the influence of controlled substances, who find themselves incarcerated. He said they are

often out of control but can't be treated because they are under the influence. In most cases, they do not belong in jail but because there are no other alternatives, that is where they end up. Furthermore, they cannot be housed with the general jail population but jails do not have the staff to deal with their issues. They often end up being transferred to the Umatilla County jail where they are housed in the pre-booking unit. As a result, when someone who has committed a crime needs to be housed there, no space is available. This same problem repeats itself nationwide, he said. He explained in the past there were facilities for detoxification and then treatment but those went away many years ago. He said he met with Representative Greg Smith who plans to convene a meeting between law enforcement and legislators to address these issues. He asked the Commissioners to consider drafting a letter of support if the need arises. Commissioner Doherty said he would support Chief Stokoe's efforts to find funds at the state level.

Commissioner Reports

- Commissioner Doherty discussed a transit summit he is working to put together in mid-January. He also discussed the NECT meeting in La Grande earlier in the week.
- Commissioner Russell attended an Association of Oregon Counties meeting where he had an opportunity to talk to Judge Steve Shaffer, Gilliam County, about the recent news articles on NORCOR (Northern Oregon Regional Correctional Facilities) in The Dalles regarding the treatment of juvenile detainees. He said Judge Shafer's assessment was it was not as big an issue as the news outlets portrayed and could possibly be attributed to some personality conflicts between NORCOR Board members and the manager of the facility. Commissioner Russell also attended a CREZ II Board meeting and a Columbia Development Association meeting.

Administrator's Report

Darrell J. Green, Administrator

Mr. Green reviewed the structure for the afternoon Work Session with Milliman and McGee Wealth Management.

Adjourned: 12:04 p.m.

Morrow County Board of Commissioners Meeting Minutes
September 5, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Kate Knop, Finance Director

Karmen Carlson, Human Resources Director

Justin Nelson, County Counsel/D.A.

Roberta Lutchter, Executive Assistant

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

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

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

1. *Two Accounts Payable: August 30th in the amount of \$206,931.69, and September 6th in the amount of \$214,438.78; Manual Checks: August 24th to Coast to Coast Carports, \$2,301; August 27th to Susan Wolf (Fair Cleaning), \$1,500; August 30th to CCS, \$11,489.40; Chevron & Texaco, \$268.72; Morrow County Assessor, \$55; Morrow County Clerk, \$106; Pioneer Construction, \$178,239.68; Payroll Payables dated August 28th in the amount of \$164,119.26*
2. *Minutes – August 22nd*
3. *Amended Order No. OR-2018-7: An Order to Remove Dedication of a County Road*
4. *Extension of Janitorial Contract with Patriot Building & Grounds Maintenance, ending September 27, 2020*
5. *Jail Use Agreement with Umatilla County, effective July 1, 2018 and shall renew on a fiscal year basis; \$59 per day per prisoner; \$430,700 to reserve at all times in the Umatilla County Jail the 20 daily beds for the year to house County prisoners for the period from the date of this contract through June 30, 2019. Any beds in excess of 20 will be invoiced, and if less than the 20 daily beds, Morrow County will receive a credit.*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Award Bid – Ione-Boardman Road Project

Sandi Pointer, Public Works Management Assistant

Ms. Pointer informed the Board one bid was received for the project and said Public Works recommended the contract be awarded to Granite Construction Company.

Commissioner Lindsay moved to accept the bid from Granite Construction Company for the Ione-Boardman Road Project – bid amount \$486,698. Commissioner Doherty seconded. Unanimous approval.

Second Reading & Adoption – Ordinance ORD-2018-2: Parks Master Plan

Carla McLane, Planning Director

Ms. McLane provided the second reading by title:

“An Ordinance Adopting the Morrow County 2018-2038 Parks Master Plan as a Reference Document in Support of Goal 8, Recreation and Goal 4, Forest Use”

Commissioner Doherty moved to adopt Ordinance ORD-2018-2: An Ordinance Adopting the Morrow County 2018-2038 Parks Master Plan as a Reference Document in Support of Goal 8, Recreation and Goal 4, Forest Use. An emergency has been declared and the Parks Master Plan will be effective in 30 days, or on October 5, 2018. Commissioner Lindsay seconded. Unanimous approval.

Second Reading & Adoption – Ordinance ORD-2018-3: Heideman Aggregate

Commissioner Lindsay relocated to the audience and recused herself from participation, which was also noted by Chair Russell for the record.

Ms. McLane provided the second reading by title:

“An Ordinance Amending the Morrow County Comprehensive Plan, specifically the Inventory of Natural Resources – Aggregate and Mineral Resources, adding the Heideman Aggregate Site”

Commissioner Doherty moved to adopt Ordinance ORD-2018-3: An Ordinance Amending the Morrow County Comprehensive Plan, specifically the Inventory of Natural Resources – Aggregate and Mineral Resources, adding the Heideman Aggregate Site. Chair Russell seconded. Aye: Chair Russell, Commissioner Doherty. Recused: Commissioner Lindsay. Motion carried.

Appoint Morrow County Alternate Position to the Columbia River Enterprise Zone II Board

Chair Russell explained Greg Sweek served as alternate but turned in his resignation after accepting the position of Enterprise Zone Manager. The appointee will serve the remainder of Mr. Sweek’s term, he said. The Commissioners discussed making the appointment today or opening it up to applicants. They came to the conclusion that by appointing the County Administrator, it would more closely reflect the membership of the partner entities (City of Boardman and the Port of Morrow).

Commissioner Doherty moved to appoint County Administrator Darrell Green to serve the remainder of Greg Sweek’s term as the Morrow County Alternate on the Columbia River Enterprise Zone II Board, which expires December 31, 2019. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Administrator’s Monthly Report

Mr. Green highlighted a few activities from August:

- Karmen Carlson, new Human Resources Director started August 20th

- Irrigon Facility Planning – proceeding to the Request for Proposals process for Engineering and Design Services
- Served on the hiring committee for the Port of Morrow General Manager
- Met with other staff and representatives of NextEra Energy regarding the Wheatridge Wind Energy project
- Participated as “judge” at the Road Skills Demo at Public Works, held to determine who advances to the State level conference and competition

Sheriff’s Office Monthly Report

Undersheriff John Bowles

Administrative Lieutenant Melissa Ross

Statistics in the report for August included:

- Total Arrests: 46
- Motor Vehicle Accidents: 17
- Concealed Handgun Licenses: 9
- Civil Paper Service: 81
- Traffic Stops: 189

Treasurer’s Monthly Report

In the absence of Treasurer Gayle Gutierrez, the Board primarily discussed one item in her report regarding the recent investment of County funds. Quoting from the report: “On the investment front, I purchased a non-callable 14 month bond with a yield of 2.520071 using the funds from the Finley Buttes Closure Fund. The yield should be approximately \$28,000.00.”

- Commissioner Doherty said he was pleased to see funds are being invested, but asked the status of the Investment Committee that was discussed earlier in the year.
- Commissioner Lindsay said her research into Oregon Revised Statutes indicated investments shall be made with the “blessing” of the governing body. In addition, she said in looking at the records she was able to access, she could not see the source of the funds that were invested. She asked Finance Director Kate Knop if she knew the answer. Ms. Knop replied she was not aware of funds being invested until she saw this report by Ms. Gutierrez. Commissioner Lindsay said it was her understanding an account at US Bank was opened for the purpose of investments, but that account does not show up on the report. Who reconciles that account, she asked. Ms. Knop said Finance does not, adding her office does not have access to, or reconcile all accounts, which should be under the scope of Finance to ensure a separation of duties. Commissioner Lindsay said more than one person needs to have access to the State Treasury Pool, adding she brought this up more than a year and a half ago. (Morrow County’s balance at the State Treasury Pool is \$13,113,685.) Commissioner Lindsay proposed both the Finance Director and Treasurer have the ability to look at the State Treasury Pool account, and that the necessary paperwork to do so be completed in the next two weeks. She said it’s not acceptable that only one person is aware when a million dollars has been moved. She said this is a legitimate request, with which no one in the County could disagree.

- Chair Russell said the transparency is not there. Ms. Gutierrez is doing her job but she wants to be completely independent as she does her job. He said he didn't want to micro-manage her, but at the same time, he wanted to make sure money is put into the proper accounts and that the County still has control over them. He asked that the matter be followed up in a meeting involving Mr. Green, Ms. Knop and Ms. Gutierrez. He also agreed that more than one person needs to have access to the accounts.
- Commissioner Doherty commented that more transparency is better. He concluded by saying it is best when a Finance Department and Treasurer's Office work together "hand-in-glove."

Correspondence

- Letter from an anonymous writer regarding the South Transfer Station. The writer expressed concern about a "member of the public...dumpster diving..." Ms. Pointer informed the Board such practice is prohibited and is posted as such. Commissioner Doherty said if a person is not willing to go on the record, he had no interest in discussing an anonymous letter.
- Email from the Association of Oregon Counties regarding the Product Tasting during the Annual Conference in November. County representatives were asked to start gathering their county's best products to showcase during the tasting. Discussion.

Commissioner Reports

- Commissioner Doherty attended the various Town Hall meetings throughout the County, as well as the Road Skills Demo at Public Works. He said he recently toured the Lexington Grange Hall to see the efforts underway to "breathe new life into it." He brought up the possibility of the Town of Lexington using a portion of the Grants to Cities funds to assist in some way.
- Commissioner Lindsay provided a report on the Local Public Safety Coordinating Council (LPSCC) strategic planning meeting. She also discussed a meeting with two area union representatives, Mike Aldrich and Terry Casey. She said they mainly discussed the idea of introducing school students to the various types of training programs they offer. They also discussed their request to require businesses with Enterprise Zone agreements use local union labor. Commissioner Lindsay said she also attended the meeting with NextEra reps and learned their goal is to be operational by 2020.
- Chair Russell said he was out of town last week, but the Columbia Development Authority continued to meet with representatives of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) in an attempt to resolve their differences over the transfer of depot land. He said there are two options being pursued by the CDA. He said he was hopeful, but frustrated at the same time.

Signing of documents

Break: 10:53 a.m. **Resumed:** 11:00 a.m.

11:00 a.m. Executive Session: Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

11:22 a.m. Closed Executive Session: No decisions

Adjourned: 11: 22 a.m.

Committee & Board Assignments - 2019**Chair Jim Doherty**

Boardman Community Development Association – All
 Budget Committee - All
 Columbia Development Authority – Alternate to Comm. Russell
 Eastern Oregon Counties Association
 Eastern Oregon Jobs Council – Alternate to Comm. Lindsay
 Equity Fund Committee - All
 Fair Board – All, rotates as convenient
 Forest Collaborative
 Greater Eastern Oregon Development Corporation (GEODC) – Alternate to Comm. Lindsay
 Ione Community Agri-Business Organization (ICABO) – All
 Morrow County Advisory Board for Community Counseling Solutions
 Morrow County Economic Development Group - All
 North East Area Commission on Transportation
 Regional Travel Shed Analysis & Transit Development Analysis
 The Loop – Morrow County Transportation Advisory Committee
 Wolf Depredation Advisory Committee

Commissioner Melissa Lindsay

Airport Advisory Committee
 Boardman Community Development Association – All
 Budget Committee - All
 Columbia River Enterprise Zone II Board
 Community Action Program of East Central Oregon (CAPECO)
 Eastern Oregon Jobs Council
 Eastern Oregon Workforce Investment Board
 Equity Fund Committee – All
 Fair Board – All, rotates as convenient
 Governor’s Advisory Committee on Energy and Agriculture
 Greater Eastern Oregon Development Corporation (GEODC)
 Local Public Safety Coordinating Council
 Lower Umatilla Basin Groundwater Management Area
 Military Economic Advisory Committee
 Morrow County Economic Development Group – All
 Neighborhood Center of South Morrow County
 Regional Solutions
 Rodeo Committee
 Soil & Water Conservation District
 Willow Creek Valley Economic Development Group

Commissioner Don Russell

Airport Advisory Committee, Alternate to Commissioner Lindsay
 Board of Property Tax Appeals
 Boardman Community Development Association – All
 Budget Committee – All
 Columbia Development Authority
 Columbia River Enterprise Zone II Board
 Community Renewable Energy Association
 Early Childhood Committee
 Equity Fund Committee – All
 Fair Board – All, rotates as convenient
 Irrigon-Boardman Emergency Assistance Center
 Local Community Advisory Council (Public Health)
 Morrow County Economic Development Group - All
 Parks Committee
 Port of Morrow Liaison
 Regional Community Advisory Council (Public Health)
 Soil & Water Conservation District
 Solid Waste Advisory Committee