

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 24, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

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 and Payroll Payables
 - b. Minutes: January 27th
 - c. Eighteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services
 - ~~d. 2021 Oregon Health Authority Intergovernmental Agreement #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and Amendment #1~~
 - e. Amended Ordinance No. ORD-2021-1: An Ordinance Amending Morrow County Zoning Ordinance, Article 9, Administrative Provisions
 - f. Request to Extend COVID Pay A & B
 - g. Oregon Department of Agriculture, Wolf Compensation & Financial Assistance 2021 Grant Agreement #ODA-4264-GR
 - h. **Resolution No. R-2021-7: Appointing a Manager for the Columbia River Enterprise Zone III**
5. **Two Land Use Legislative Public Hearings:** Adopt New Goal 10 Housing Chapter of the Comprehensive Plan; Adopt a new Rural Residential 10-Acre Zone (Tamra Mabbott, Planning Director)
6. **Legislative Updates**
7. **Business Items**
 - a. Review quotes to provide weather data for commercial pilots at the Lexington Airport (Sandi Pointer, Public Works)
 - b. Request to appoint three Road Committee members (Sandi Pointer)
 - c. Request to appoint Airport Advisory Committee member (Sandi Pointer)
 - d. Intergovernmental Agreement for Sheriff's Services with the City of Heppner (Undersheriff John A. Bowles)
 - e. 2021 Employee Handbook & Policies (Lindsay Grogan, Human Resources)
 - f. Emergency Operations Center Update
 - g. Building Projects Update
8. **Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner, Public Works Director)
9. **Correspondence**
10. **Commissioner Reports**
11. **Executive Session:** Pursuant to ORS 192.660(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
12. **Signing of documents** 13. **Adjournment**

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

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

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

Zoom Meeting Information

Join Zoom Meeting: <https://zoom.us/j/5416762546>
PASSWORD: 97836 Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>

Morrow County Board of Commissioners Meeting Minutes
January 27, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lutcher, Justin Nelson

Present Via Zoom

Staff: Stephanie Case, Lindsay Grogan, Eric Imes, Christy Kenny, Kate Knop, Tamra Mabbott, Matt Scrivner, Linda Skendzel, Heidi Turrell, Gregg Zody; Non-Staff: Kim Cutsforth, Erika Lasater, Debbie Pedro, Karen Pettigrew, Lori Roach, Jessica Rose, Greg Sweek

Call to Order, Pledge of Allegiance and Roll Call: 9:02 a.m.

City & Citizen Comments: No comments

Open Agenda: Chair Russell said representatives of the Columbia Development Authority (CDA) had concerns about the County's decision on Commissioner representatives to the CDA Board. He scheduled the discussion as the first Business Item.

Consent Calendar

Commissioner Lindsay removed the Heritage Trail letter to Business Items.

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

1. *Accounts Payable and Payroll Payables*
2. *List of the recipients of the Tillamook Grant and the Resiliency Grant, including award amounts*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Commissioner Representatives to the Columbia Development Authority Board

On January 20th, the Board of Commissioners passed a motion to designate Commissioner Doherty as the representative to the CDA Board and Chair Russell as the alternate. This was the reverse from recent years. The CDA representatives expressed concern that this change meant Chair Russell could no longer be chair of the CDA Board, and therefore, unable to sign the CDA transfer documents with the Federal government, ultimately delaying the handover of the Umatilla Army Depot to the five entities (Morrow and Umatilla Counties, the Ports of Morrow and Umatilla, and the Confederated Tribes of the Umatilla Indian Reservation). Commissioner Doherty said there was nothing in CDA bylaws that precluded an alternate from serving as chair, which was also verified by Debbie Pedro, CDA Administrative Assistant. Chair Russell said he had the same thoughts and was satisfied with the proposal.

Letter of Support for Heritage Trail Grant Application

Commissioner Lindsay asked for clarification from Gregg Zody, Community Development Director, as to the vision and goals for the Heritage Trail. Mr. Zody said the intent was to utilize the original 2000 Concept Plan and bring in a consultant to add new input from Irrigon and Boardman citizens and stakeholders, since it was now more than 20 years old. The second component of the grant would be trail clean-up and trail marker replacement, he said.

Commissioner Lindsay moved to approve the Columbia River Heritage Trail letter of support to the Oregon Department of Transportation (ODOT), 2021 Oregon Community Paths Grant Program, and authorize Chair Russell to sign on behalf of the County. Discussion: Commissioner Doherty asked Mr. Zody and Planning Director Tamra Mabbott to work together on the Oregon Trail portion of the CDA property, and to also contact Gilliam County about its sections of the Oregon Trail that need to be upgraded, similar to the weather-worn signage at Wells Springs. Unanimous approval.

Review Statewide Transportation Improvement Fund (STIF) Discretionary Grants

Katie Imes, Coordinator, The Loop

Ms. Imes said as one of ODOT's requirements, the Board is to review the list of projects recommended by the STIF Advisory Committee and have the opportunity to fund, not fund or change the priority ranking of the projects. After discussion, the Board agreed by consensus to rank the projects in this order:

1. Vehicle Expansion
2. Operating: Port of Morrow-Boardman Circular
3. Operating: Heppner-Boardman Connector
4. Planning: Bus Barn
5. Operating: Arlington-Boardman Connector

Second Reading and Adoption: Ordinance No. ORD-2021-1: Article 9 Code Amendments

Stephanie Case, Planner II

Ms. Case provided the second reading: "An Ordinance Amending the Morrow County Zoning Ordinance, Article 9, Administrative Provisions." The effective date of the Ordinance will be May 1, 2021.

Order No. OR-2021-3: Adopting a Fee Schedule

Commissioner Doherty moved to approve the update to the Morrow County Fee Schedule, effective February 1, 2021, and accompanying Order No. OR-2021-3, with the exception of the Airport Fee Schedule which will undergo further review and analysis. Commissioner Lindsay seconded. Unanimous approval.

Columbia River Enterprise Zone (CREZ) III Intergovernmental Agreements

A brief review of the most recent changes to the IGAs took place.

Commissioner Doherty moved to approve the Intergovernmental Agreement for the Columbia River Enterprise Zone III, Within a City Area of Influence, Including Appointment of the Board of Directors and Duties of the Board. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Doherty moved to approve the Intergovernmental Agreement for the Creation and Management of the Columbia River Enterprise Zone III, Including Appointment of the Board of Directors and Duties of the Board. Commissioner Lindsay seconded. Unanimous approval.

Break: 9:58-10:10 a.m.

Defined Contribution Retirement Plan Document Review & Approval (Northwest Retirement Plan Consultants, LLC)

Lindsay Grogan, Human Resources Manager

During the December 2, 2020 BOC discussion of the New Business Agreement with Edward Jones and Company, which encompassed the initial agreement with Northwest Retirement Plan Consultants, staff was directed to resolve several questions from the Board. Ms. Grogan reported back with the answers, including the vesting schedule:

- 0% after one year of service
- 0% after two years of service
- 25% after three years of service
- 50% after four years of service
- 100% after five years of service

Additional discussion.

Commissioner Lindsay moved to approve the Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement #001 with Northwest Retirement Plan Consultants, LLC, effective February 1, 2021, with one correction and one clarification:

1. *Section 4-1 – Minimum Age & Service Requirements: change from 1,040 hours of service during the first six months to 520 hours of service during the first six months*
2. *Staff to verify that loans through the Plan can be made for the purchase of a primary residence*

Commissioner Doherty seconded. Unanimous approval

Emergency Operations Center Update

Extend COVID Pay B for School Closures and Childcare

Lindsay Grogan, HR

The Family First Coronavirus Response Act expired on December 31, 2020, meaning the County was no longer required to provide COVID Pay A and B. However, the Board already extended Pay B through January 31st, and Pay A through February 28th. She recommended the Board extend Pay B through February to match Pay A.

Commissioner Doherty moved to extend providing COVID Pay B through February 28, 2021. Commissioner Lindsay seconded. Unanimous approval.

Extend COVID Telecommuting Policy

Commissioner Lindsay moved to extend the Temporary Telecommuting Policy through February 28, 2021. Commissioner Doherty seconded. Unanimous approval.

EOC Update, continued

- The Wilkinson Arena will be allowed to reopen to the public, according to the new guidelines from the Governor, with no more than six individuals. Reopening is conditioned upon resolution of a separate question involving insurance. County Counsel, Justin Nelson and Administrator, Darrell Green, will work on new signage with Fair Secretary, Ann Jones. If the EOC Team has reservations about this at its meeting on Monday, it will be brought back to the Board for discussion next Wednesday.

- Mr. Green said the Team was hoping the State would be able to provide a two-week “look ahead” on how much vaccine counties might receive, rather than the Friday before the next week.

Building Projects Updates

- Mr. Green reported the building permit for the Irrigon building was obtained this week.
- Chair Russell said permanent overflow parking arrangements were made with the City of Irrigon to use spaces at the gazebo area, and with the Irrigon-Boardman Emergency Assistance Center.

Dues invoice from the Association of Oregon Counties

Commissioner Doherty moved to pay the invoice with the exception of the \$180.90 PERS portion, making the total \$12,083.26. Commissioner Lindsay seconded. Discussion: Commissioner Doherty talked about the tangible benefits to Morrow County from AOC membership. He noted Commissioner Lindsay serves as the treasurer for AOC and “follows the dollars to make sure they’re handled correctly.” Commissioner Lindsay agreed with the benefits to the County mentioned by Commissioner Doherty. Unanimous approval.

Department Reports

- Road Department Monthly Report provided by Eric Imes, Assistant Road Master
- Local Public Safety Coordinating Council Quarterly Report provided by Jessica Rose, LPSCC Coordinator
- Clerk’s written Quarterly Report submitted by Bobbi Childers
- Human Resources Quarterly Report provided by Ms. Grogan

Correspondence: None

Commissioner Reports

Reports were provided by each Commissioner.

Signing of documents

Adjourned: 12:10 p.m.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Amendment 18 includes the language for:

PE01-07 ELC ED Contact tracing funding for Dec 31, 2020 through June 30, 2021 - \$162,128.00.

PE01-08 COVID Wrap Direct Client Services. These funds are for 1/1/2021-6/30/21 - \$20,000.00

There is also a fund increase from carryover funds from the CDC on PE12 awarded to SFY21 to be spent by 6/30/2021, see below.

PE 12 Preparedness has also increased from \$65,873.00 to \$70,384.00.

2. FISCAL IMPACT:

This is an increase of \$182,128.00 to our total overall award balance

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

Move to approve the Eighteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 and authorize Chair Russell to sign on behalf of the County.

Attach additional background documentation as needed.

Agreement #159824



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Eighteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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. This Amendment is effective on the date noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. 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.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: Don Russell

Title: Chair, Board of Commissioners

Date: March 24, 2021

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Program Element Description(s)

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*					X			X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*					X			X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X	X						
Collection and analysis of CD and other health hazard data for program planning and management.	*					X			X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

(1) Percent of gonorrhea Cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and

quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b) Work with local CBOs including culturally-specific organizations to maintain equity at the center of the LPHA's COVID-19 response.
- (c) Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(3) Case Investigation and Contact Tracing

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (d) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (e) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (f) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (g) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

(4) Isolation and quarantine

LPHA must:

- (a) Maintain access to an isolation and quarantine location that is ready to be used.
- (b) Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(6) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

(a) Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.

(b) Congregate care facilities. In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.

(c) High risk business operations. In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.

(d) Vulnerable populations. Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

LPHA must:

(a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.

(b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance.

(c) Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.

(d) If applicable, LPHA must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.

- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. Reporting Requirements. Not applicable.

7. Performance Measures. LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		2) Issue Date Friday, January 1, 2021		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$14,354.00	\$0.00	\$14,354.00
PE01-04	COVID19 Response	\$16,892.27	\$0.00	\$16,892.27
PE01-05	COVID-19 Local Active Monitoring	\$635,474.22	\$0.00	\$635,474.22
PE01-07	ELC ED Contact Tracing	\$0.00	\$162,128.00	\$162,128.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$20,000.00	\$20,000.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$70,384.00	\$0.00	\$70,384.00
PE12-02	COVID-19 Response	\$19,991.88	\$0.00	\$19,991.88
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,890.00	\$0.00	\$1,890.00
PE42-04	MCAH Babies First! General Funds	\$6,044.00	\$0.00	\$6,044.00
PE42-06	MCAH General Funds & Title XIX	\$3,548.00	\$0.00	\$3,548.00
PE42-11	MCAH Title V	\$18,366.00	\$0.00	\$18,366.00
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$0.00	\$3,441.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,455.00	\$0.00	\$8,455.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		2) Issue Date Friday, January 1, 2021	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE43-06	CARES Flu	\$16,761.00	\$0.00	\$16,761.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$52,220.33	\$0.00	\$52,220.33
PE46-05	RH Community Participation & Assurance of Access	\$12,470.00	\$0.00	\$12,470.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,910.84	\$0.00	\$36,910.84
		\$984,702.54	\$182,128.00	\$1,166,830.54

5) Foot Notes:

PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		2) Issue Date Friday, January 1, 2021		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04	9/2020: Rollover of unspent award from SFY20			
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$111,948 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b Case Investigation FFS 4/4-8/31/20 \$523,526.22			
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.			
PE01-08	1/2021: add award for wrap client direct services			
PE12	08/2020: Amending to revise PE12 language			
PE12-02	9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021			
PE13-01				
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	2) Issue Date Friday, January 1, 2021	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
PE43-06			
PE44-01			
PE44-02	10/2020: Roll over of unspent funds from SFY20 - \$12,220.33		
PE46-05			
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21		

7) Capital outlay Requested in this action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
Program	Item Description	Cost	PROG APPROV

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-01 State Support for Public Health

Federal Award Identification Number:	State Funds	State Funds
Federal Award Date:		
Performance Period:		
Awarding Agency:		
CDFA Number:		
CFDFA Name:		
Total Federal Award:		
Project Description:		
Awarding Official:		
Indirect Cost Rate:		
Research and Development (T/F):	FALSE	FALSE
PCA:	50119	TBD
Index:	50107	TBD

Agency	DUNS No.	Amount	Amount	Grand Total:
Morrow	010741189	\$14,354.00	\$0.00	\$14,354.00

PE01-07 ELC ED Contact Tracing

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Morrow	010741189	\$162,128.00	\$162,128.00

PE01-08 COVID Wrap Direct Client Services

Federal Award Identification Number:	NU50CD000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and
Total Federal Award:	98,897,708
Project Description:	Epidemiology and
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Morrow	010741189	\$20,000.00	\$20,000.00

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

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

On January 27, 2021 Morrow County Ordinance No. ORD-2021-1 was signed by the Morrow County Board of Commissioners. During a review of the Board Minutes, it was determined that no motion was actually made to approve the ordinance. The agenda coversheet for the 1/27/2021 meeting stated the following: "Suggested Action (s)/Motion(s): Not at this time." The intent was to have the ordinance signed at that time, and this amended ordinance will correct the original signed and filed document.

2. FISCAL IMPACT:

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

Motion to approve Amended Morrow County Ordinance No. ORD-2020-1

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW) AMENDED
COUNTY ZONING ORDINANCE, ARTICLE 9,) ORDINANCE NO. ORD-2021-1
ADMINISTRATIVE PROVISIONS)

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

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986 and;

WHEREAS, the Morrow County Planning Commission held a public hearing to review the request on December 8, 2020 at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Planning Commission considered the request and unanimously voted to recommend that the Board of Commissioners approve the Zoning Ordinance Article 9 changes; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing to consider the recommendation of the Morrow County Planning Commission on January 6, 2021, held at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation, adopted Findings of Fact, and approved amendments to Zoning Ordinance, Article 9, Administrative Provisions.

WHEREAS, ORD-2020-1 had been incorrectly signed by the Morrow County Board of Commissioners on January 27, 2021, requiring this Amended Ordinance be signed.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS AS AN AMENDMENT TO THE MORROW COUNTY ZONING ORDINANCE, ARTICLE 9, ADMINISTRATIVE PROVISIONS.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2021 Article 9 Update.”

Section 2 Affected and Attached Documents:

Morrow County Zoning Ordinance Article 9.

Section 3 Effective Date:

This ordinance shall be effective on May 1, 2021.

Date of First Reading: January 13, 2021

Date of Second Reading: January 27, 2021

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS
24TH DAY OF MARCH 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approve as to Form:

Morrow County Counsel

ARTICLE 9. ADMINISTRATIVE PROVISIONS

SECTION 9.010. ADMINISTRATION. The Secretary of the Planning Commission and the County Planning Director have the power and the duty to enforce the provisions of this Ordinance. The Board of Commissioners may appoint agents to issue zoning permits and to otherwise assist the Secretary or Planning Director in the processing of applications.

SECTION 9.020. Approval or denial of an application for a use permitted by this Ordinance shall be based upon and accompanied by a brief statement that explains the criteria and standards considered relevant to the decision, states the facts relied upon in rendering the decision and explains the justification for the decision based on the criteria, standards and facts set forth.

SECTION 9.030. APPEALS. A person may appeal to the Board of Commissioners from a decision or requirement made by the Planning Commission. A person may appeal to the Planning Commission from a decision or requirement made pursuant to this Ordinance by the Commission Secretary, Planning Director or other county official. Written notice of the appeal must be filed with the county within 15 days after the decision or requirement is made. The notice of appeal shall state the nature of the decision or requirement and the grounds for appeal.

A. An appeal or review proceeding shall be based upon, but not limited to, the record of the decision being appealed or reviewed.

B. Following the hearing, the Board of Commissioners or Planning Commission may overrule or modify any decision or requirement and shall set forth findings for such decision.

C. The procedure, public notice and type of hearing for an appeal or review shall be in the same manner as for any application under this Ordinance.

SECTION 9.040. FORM OF PETITIONS, APPLICATIONS AND APPEALS.

Petitions, application, and appeals provided for in this Ordinance shall be made on forms prescribed by the county. Applications shall be accompanied by plans and specifications, drawn to scale, showing the information listed in this Section and such other information as is needed to determine conformance with this Ordinance.

A. One copy of a completed application form that includes the following information:

1. An accurate legal description, tax account number(s), map and location of all properties that are the subject of the application.

2. Name, address, telephone number and authorization signature of all record property owners or contract owners, and the name, address and telephone number of the applicant, if different from the property owner(s).

B. A complete list of the permit approvals sought by the applicant.

C. A current preliminary title report for the subject property(ies).

D. A complete and detailed narrative description of the proposed development that describes existing site conditions, existing buildings, public facilities and services, presence of wetlands, steep slopes and other natural features, a discussion of the approval criteria for all permits required for approval of the development proposal that explains how the criteria are or can be met, and any other information indicated by the City as being required.

E. Up to 20 copies of all reports, plans, site plans and other documents required by the section of the code corresponding to the specific approval(s) sought. At least one copy of the site plan and all related drawings shall be in a readable/legible 8-1/2 by 11 inch format for inclusion into the city's bound record of the application.

F. A site plan shall include the following information. All site plans shall have dimensions clearly indicated. An applicant may provide the information on separate sheets, if necessary or desirable for clarity.

1. North arrow and scale

2. Location of property boundaries, including adjacent public or private streets and rights of way

3. Location of existing structures and natural features

4. Topography, with contours at no greater than 10 foot intervals, preferably less

5. Location of utilities and facilities, or proposed locations (sewer, water, fire hydrants, septic system, storm water facilities, etc.)

6. Proposed landscaping

7. Exterior lighting.

8. Circulation plan for vehicles, pedestrians, and bicyclists, including existing and proposed points of access and sidewalks.

9. Parking lot layout, with circulation plan and striping details.

10. Sign location and details

G. All required application fees, including a deposit for costs of consultant review when required.

SECTION 9.045. COMPLETENESS REVIEW.

A. Upon submission, the County Planning Department shall date stamp the application form and verify that the appropriate application fee has been submitted. The Planning Director shall review the application and all information submitted with it and evaluate whether the application is complete enough to process. Within 30 days of receipt of the application, the Planning Director shall complete this initial review and issue to the applicant a written statement indicating whether the application is complete enough to process, and, if not, what information must be submitted to make the application complete.

B. Upon receipt of a letter indicating the application is incomplete, the applicant has 180 days from the date the application was filed within which to submit the missing information or the application shall be rejected and all materials and the unused portion of the application fee returned to the applicant. If the applicant submits the requested information within the 180-day period, the County shall again verify whether the application, as augmented, is complete. An application shall be rejected if it has not been made complete within the 180-day time period, unless the applicant refuses in writing to submit additional information.

C. Once the County determines the application is complete enough to process, or the applicant fails to submit additional information, the County shall declare the application complete and take final action on the application within 150 days of that date unless the applicant waives or extends the 150-day period. The 150-day period, however, does not apply in the following situations:

1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the 150-day period.
2. The 150-day period does not apply to any application for a permit that is not wholly within the County's authority and control.
3. The 150-day period does not apply to any application for an amendment to the County's comprehensive plan or land use regulations

nor to any application for a permit, the approval of which depends upon a plan amendment

D. The approval standards which control the County's review and decision on a complete application are those which were in effect on the date the application was first submitted.

SECTION 9.046. ADMINISTRATIVE REVIEW.

- A. Uses allowed with standards that are authorized by this Ordinance are identified as administrative land use decisions and shall be processed in the manner described in ORS 215.416.
- B. The Planning Director may approve or deny an application for a permit without a hearing if the Planning Director or designee gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (i) of this subsection, to request a hearing before the Planning Commission.
- C. A tentative decision by the Planning Director to approve, modify, or deny a land use request shall include written modifications and conditions, if any, and findings and conclusions which shall specifically address the relationship between the proposal and the applicable criteria for approval listed elsewhere in this chapter.
 - 1. In addition:
 - a. Written notice of the tentative decision by the Planning Director shall be mailed to those persons described in paragraph (i) of this subsection. The notice shall inform the applicant and the surrounding property owners that the Planning Director will issue a final decision, with or without modifications and/or conditions, or denial of the land use request 21 calendar days from the date of the notice; unless a public hearing is requested.
 - (i) Notice of a decision of this subsection shall be provided to the applicant and to the owners of record of property on the most recent property tax assessment roll where such property is located:
 - (a) Within 100 feet of the property that is the subject of the notice when the subject property is wholly or in part within an urban growth boundary;

- (b) Within 250 feet of the property that is the subject of the notice when the subject property is outside an urban growth boundary and not within a farm or forest use zone; or
 - (c) Within 750 feet of the property that is the subject of the notice when the subject property is within a farm or forest zone.
 - b. Notice shall also be provided to any identified affected agencies of the proposal, per ORS 197.180.
 - c. When a proposal includes a parcel or parcels in an Interchange Area Management Plan (IAMP) Management Area, the County shall provide written notification to ODOT prior to the decision.
 - d. Notice shall also be provided to any neighborhood or community organization and whose boundaries include the site.
 - e. Notice shall be provided to the Department of Land Conservation and Development for lands within the farm or forest use zone.
- D. The purpose of the notice is to provide affected property owners and agencies the opportunity to review the request and the tentative findings and conclusions of the Planning Department, and to either offer comments or requested conditions, or request a public hearing be held to deliberate on issues they deem are significant.
- E. The notice shall include the following information:
 - 1. The nature of the application and the proposed use or uses which could be authorized;
 - 2. Street address or other easily understood location of the subject property and County-assigned planning file number;
 - 3. A statement that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost, at the Planning Department during normal business hours; and
 - 4. The name and telephone number of the planning staff person responsible for the application or is otherwise available to answer questions about the application.
- F. If no request for a public hearing is received within 21 days, then the Planning Director's tentative decision shall become the final decision,

although conditions of approval may be added, modified, or deleted based on information received subsequent to notification.

- G. Failure of a property owner to receive notice as provided in this section shall not invalidate such proceedings if the mailing affidavit demonstrates that the notice was mailed to the address listed on the County Assessor's tax records.
- H. Notice of the final decision shall be sent to the applicant and any property owner, person, or agency which commented on the request, and to any other persons who requested such notice.
- I. If the proposed final decision is significantly different from that which was proposed in the tentative findings and conclusions that were sent out per this Section, then the process outlined in Paragraph C of this Section will be repeated.
- J. The final decision of the Planning Department on a land use request may be appealed within 15 days to the Planning Commission.
- K. The Planning Director is authorized to refer any application to the Planning Commission for consideration at a public hearing consistent with Section 9.050 of this Ordinance.

SECTION 9.050. PUBLIC HEARINGS.

A. Each notice of hearing authorized by this Ordinance shall be published in a newspaper of general circulation in the County at least 20 days prior to the date of hearing, except that a notice for a hearing before the Planning Commission on an amendment that requires two public hearings as specified in Article 8, may be given no less than 10 days in advance of the first public hearing.

B. In addition:

1. A notice of hearing shall be mailed to all owners of property within 250 feet of the property for which has been requested in the application. The notice of hearing shall be mailed at least twenty (20) days prior to the date of hearing.

2. When a proposal includes a parcel or parcels in an Interchange Area Management Plan (IAMP) Management Area, the County shall provide written notification to ODOT at least twenty (20) days prior to the date of hearing.

a. 3. Notice shall also be provided to any identified affected agencies of the proposal, per ORS 197.180.

C. Failure of a person to receive the notice prescribed in this section shall not impair the validity of the hearing.

D. The notice provisions of this section shall not restrict the giving of notice by other means, including mail, the posting of property, or the use of radio and television.

E. The notice shall include the following information:

1. The time, date and location of the public hearing;
2. Street address or other easily understood location of the subject property and County-assigned planning file number;
3. A description of the applicant's proposal, along with a list of citations of the approval criteria that the County will use to evaluate the proposal;
4. A statement that any interested party may testify at the hearing or submit written comments on the proposal at or prior to the hearing, and that a staff report will be prepared and made available to the public at least 7 days prior to the hearing;
5. A statement that any issue which is intended to provide a basis for an appeal to the Land Use Board of Appeals must be raised before the close of the public record. Issues must be raised and accompanied by statements or evidence sufficient to afford the County and all parties to respond to the issue;
6. A statement that the application and all supporting materials and evidence submitted in support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Planning Department during normal business hours; and
7. The name and telephone number of the planning staff person responsible for the application or is otherwise available to answer questions about the application.

F. The Planning Commission and the Board of Commissioners may recess a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be resumed shall be announced.

G. General rules for hearing.

1. The Hearing Body conducts the hearing in a quasi-judicial capacity; there shall be no audience demonstration or other conduct which would disrupt the hearing.

2. Persons may speak only after being recognized by the Chair and must state their full name and address for the record.

3. The Hearing Body considers only testimony and information that is relevant to the issue of the requested change, and will not allow immaterial or repetitious testimony.

H. Order of Procedure.

1. Call for abstentions.

2. Staff report and summary.

3. Proponent's case. The proponent and those favoring the proposal will be heard first.

4. Cross-examination of each proponent by the Hearing Body.

5. Opponent's case. Those opposed shall be heard next. Groups who are represented by a spokesman or who were entitled to receive notice of the hearing are requested to proceed first. Opponents may submit questions of the proponent to the Chair.

6. Cross-examination of each opponent by the Hearing Body.

7. Rebuttal. Both the proponents and opponents may submit rebuttal testimony; the proponent shall have final opportunity.

8. Close the hearing.

I. Decision of the Hearing Body. Upon closing the hearing, the Hearing body will deliberate the question and reach a decision or continue the matter for further study or decision, to a time and place then announced.

J. Recess of Hearing. The Hearing Body may recess a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be resumed shall be announced.

K. Notice of Decision. The County shall send, by first class mail, a notice of all decisions rendered under this Ordinance to all persons with standing, i.e., the

applicant, all others who participated either orally or in writing before the close of the public record and those who specifically requested notice of the decision. The notice of decision shall include the following information:

1. The file number and date of decision;
2. The name of the applicant, owner and appellant (if different);
3. The street address or other easily understood location of the subject property;
4. A brief summary of the decision, and if an approval, a description of the permit authorized or approval granted;
5. A statement that the decision is final unless appealed, and description of the requirements for perfecting an appeal;
6. The contact person, address and a telephone number whereby a copy of the final decision may be inspected or copies obtained.

SECTION 9.060. SEWAGE DISPOSAL APPROVAL. No zoning permit shall be issued for any use or structure which will have an individual sanitary subsurface disposal system until written approval is obtained by the applicant for said system.

SECTION 9.070. FILING FEES. An application required by this Ordinance shall be accompanied by a filing fee in the amount as set forth by the Board of Commissioners in a County Fee ordinance. Said permit fees may be amended by the Board of Commissioners order after conducting a hearing thereon.

A. Payment. All fees shall be due and payable at the time the application or appeal is submitted. No application or appeal shall be accepted without the proper fee being paid.

B. At its sole discretion, the County may contract for review of an application by appropriate professionals, including but not limited to a civil engineer, planner, traffic engineer, wildlife biologist, or other specialist, and may require an applicant to reimburse the County for costs of such services. The County may require a deposit from the applicant, to cover estimated costs of consulting services.

SECTION 9.075. PERMIT EXPIRATION AND EXTENSIONS.

A. In accordance with OAR 660-033-0140, the following permit expiration dates shall apply in the Exclusive Farm Use and Forest Use zones:

1. A discretionary decision, except land divisions and those residential developments listed below in 9.075(A)(4) approving a proposed development on agricultural or forest land outside an urban growth boundary under ORS 215.210 to 215.293 and 215.317 to 215.438 or under county legislation or regulation adopted pursuant thereto is void two years from the date of the final decision if the development action is not initiated in that period.
 2. An extension of up to one year may be granted if:
 - a. The applicant makes a written request for an extension of the development approval period;
 - b. The request is submitted to the county prior to the expiration of the approval period;
 - c. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 - d. The county determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible.
 3. Additional one-year extensions may be authorized where applicable criteria for the decision have not changed.
 4. Permits approved for a proposed residential development on resource land outside of an urban growth boundary shall be valid for four years. An extension of two years may be granted subject to the provisions of 9.075 (2) (a – d).
 - a. No more than five additional one-year extensions may be authorized under this subsection.
- B. For all permits not in the Farm or Forest zones, the following permit expirations shall apply:
1. A zoning permit shall become void after 1 year unless the development action has commenced.
 - a. A 12-month extension may be granted when submitted to the Planning Department prior to the expiration of the approval period.
 2. A conditional use or an administrative land use decision is valid for two years. Additional one-year extensions may be authorized by county

staff without providing notice and opportunity for a hearing under the following conditions:

- a. An applicant makes a written request for an extension of the development approval period;
 - b. The request is submitted to the county prior to the expiration of the approval period, excepting any request under consideration on the date of adoption of this amendment;
 - c. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 - d. The county finds that any of the following conditions occurred within the approval period:
 - (i) State or Federal permits were applied for, but not issued within the approval period.
 - (ii) At least 10 percent of the cost of development, based on estimated or actual expenditures, has been expended to develop plans, file for permits, and complete other preliminary designs such as sewage disposal, provision of potable water, storm water management and other engineering designs necessary for the development.
 - (iii) Provisions of the County Code applicable to the original approval have not changed.
3. Final Plats for partitioning will be completed within two years from the date of the Commission action or the approval of the partitioning will expire and said approval will be declared null and void. A one-year extension may be granted when a written request is made prior to the expiration of the permit with stated reasons for the request for which the applicant was not responsible.
- C. Approval of an extension granted under this Section is an administrative decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision.
- D. The time periods described above do not take effect until all appeals are complete. (MC OR-1-2013)

SECTION 9.080. REVOCATION. The Planning Commission may revoke or modify any permit granted under the provisions of this Ordinance on any one or more of the following grounds:

A. A permit may be revoked on the basis of fraud, concealment, or misrepresentation or on the basis of wrong information supplied on the application, or wrong information given to the Commission at a public hearing.

B. A permit may be revoked on the basis that the use for which such permit was granted is not being exercised within the time limit set forth by the Commission or this Ordinance.

C. A permit may be revoked on the basis that the use for which such permit was granted has ceased to exist or has been suspended for one year or more.

D. A permit may be revoked or modified on the basis that the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, code, resolution, law or regulation.

E. A permit may be revoked or modified on the basis that the use for which the permit was granted was so exercised as to be detrimental to the public health, safety or welfare, or in such a manner to constitute a nuisance.

F. Any permit granted pursuant to this Ordinance shall become null and void if not exercised within the time period specified in such permit, or if no time period is specified in the permit, within one year from the date of approval of said permit.

G. The Commission shall hold a public hearing on any proposed revocation after giving written notice to the permittee and other affected persons as set forth in this Ordinance. The Commission shall render its decision within 45 days after the conclusion of the hearing. In the case where the permittee is not satisfied with the action of the Commission, he/she may appeal the Commission's decision to the Board of Commissioners in the manner provided in section 9.030 of this Ordinance.

Section 3 Effective Date:

This ordinance shall be effective on May 1, 2021.

Date of First Reading: January 13, 2021

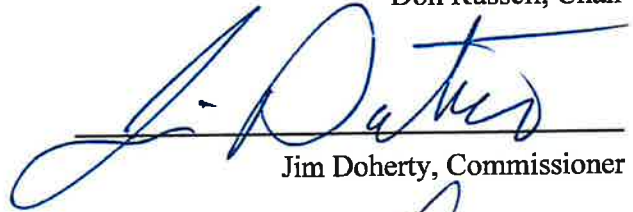
Date of Second Reading: January 27, 2021

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS
27TH DAY OF JANUARY 2021.**

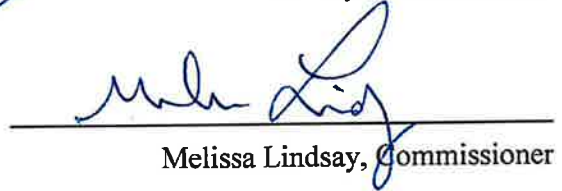
**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

Approved as to Form:



Morrow County Counsel

Just Nelson
OSB #074466

Morrow County Board of Commissioners Meeting Minutes
January 27, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lutcher, Justin Nelson

Present Via Zoom

Staff: Stephanie Case, Lindsay Grogan, Eric Imes, Christy Kenny, Kate Knop, Tamra Mabbott, Matt Scrivner, Linda Skendzel, Heidi Turrell, Gregg Zody; Non-Staff: Kim Cutsforth, Erika Lasater, Debbie Pedro, Karen Pettigrew, Lori Roach, Jessica Rose, Greg Sweek

Call to Order, Pledge of Allegiance and Roll Call: 9:02 a.m.

City & Citizen Comments: No comments

Open Agenda: Chair Russell said representatives of the Columbia Development Authority (CDA) had concerns about the County's decision on Commissioner representatives to the CDA Board. He scheduled the discussion as the first Business Item.

Consent Calendar

Commissioner Lindsay removed the Heritage Trail letter to Business Items.

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

- 1. Accounts Payable and Payroll Payables*
- 2. List of the recipients of the Tillamook Grant and the Resiliency Grant, including award amounts*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Commissioner Representatives to the Columbia Development Authority Board

On January 20th, the Board of Commissioners passed a motion to designate Commissioner Doherty as the representative to the CDA Board and Chair Russell as the alternate. This was the reverse from recent years. The CDA representatives expressed concern that this change meant Chair Russell could no longer be chair of the CDA Board, and therefore, unable to sign the CDA transfer documents with the Federal government, ultimately delaying the handover of the Umatilla Army Depot to the five entities (Morrow and Umatilla Counties, the Ports of Morrow and Umatilla, and the Confederated Tribes of the Umatilla Indian Reservation). Commissioner Doherty said there was nothing in CDA bylaws that precluded an alternate from serving as chair, which was also verified by Debbie Pedro, CDA Administrative Assistant. Chair Russell said he had the same thoughts and was satisfied with the proposal.

Letter of Support for Heritage Trail Grant Application

Commissioner Lindsay asked for clarification from Gregg Zody, Community Development Director, as to the vision and goals for the Heritage Trail. Mr. Zody said the intent was to utilize the original 2000 Concept Plan and bring in a consultant to add new input from Irrigon and Boardman citizens and stakeholders, since it was now more than 20 years old. The second component of the grant would be trail clean-up and trail marker replacement, he said.

Commissioner Lindsay moved to approve the Columbia River Heritage Trail letter of support to the Oregon Department of Transportation (ODOT), 2021 Oregon Community Paths Grant Program, and authorize Chair Russell to sign on behalf of the County. Discussion: Commissioner Doherty asked Mr. Zody and Planning Director Tamra Mabbott to work together on the Oregon Trail portion of the CDA property, and to also contact Gilliam County about its sections of the Oregon Trail that need to be upgraded, similar to the weather-worn signage at Wells Springs. Unanimous approval.

Review Statewide Transportation Improvement Fund (STIF) Discretionary Grants

Katie Imes, Coordinator, The Loop

Ms. Imes said as one of ODOT's requirements, the Board is to review the list of projects recommended by the STIF Advisory Committee and have the opportunity to fund, not fund or change the priority ranking of the projects. After discussion, the Board agreed by consensus to rank the projects in this order:

1. Vehicle Expansion
2. Operating: Port of Morrow-Boardman Circular
3. Operating: Heppner-Boardman Connector
4. Planning: Bus Barn
5. Operating: Arlington-Boardman Connector

Second Reading and Adoption: Ordinance No. ORD-2021-1: Article 9 Code Amendments

Stephanie Case, Planner II

Ms. Case provided the second reading: "An Ordinance Amending the Morrow County Zoning Ordinance, Article 9, Administrative Provisions." The effective date of the Ordinance will be May 1, 2021.

Order No. OR-2021-3: Adopting a Fee Schedule

Commissioner Doherty moved to approve the update to the Morrow County Fee Schedule, effective February 1, 2021, and accompanying Order No. OR-2021-3, with the exception of the Airport Fee Schedule which will undergo further review and analysis. Commissioner Lindsay seconded. Unanimous approval.

Columbia River Enterprise Zone (CREZ) III Intergovernmental Agreements

A brief review of the most recent changes to the IGAs took place.

Commissioner Doherty moved to approve the Intergovernmental Agreement for the Columbia River Enterprise Zone III, Within a City Area of Influence, Including Appointment of the Board of Directors and Duties of the Board. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Doherty moved to approve the Intergovernmental Agreement for the Creation and Management of the Columbia River Enterprise Zone III, Including Appointment of the Board of Directors and Duties of the Board. Commissioner Lindsay seconded. Unanimous approval.

Break: 9:58-10:10 a.m.

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, January 27, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

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 and Payroll Payables
 - b. Resiliency Fund Grant & Tillamook County Creamery Association Grant Recipient Lists
 - c. Letter of Support for Heritage River Trail Grant Application
5. **Business Items**
 - a. Review Statewide Transportation Improvement Fund Discretionary Grants (Katie Imes, Coordinator, The Loop)
 - b. Second Reading and Adoption: Ordinance No. ORD-2021-1: Article 9 Code Amendments (Tamra Mabbott, Planning Director)
 - ~~e. Amendment to Columbia Development Authority 2013 Programmatic Agreement (Tamra Mabbott)~~
 - d. Order No. OR-2021-3 Adopting a Fee Schedule
 - e. Columbia River Enterprise Zone III Intergovernmental Agreements (Justin Nelson, County Counsel)
 - f. Defined Contribution Retirement Plan Document Review and Approval (Lindsay Grogan, Human Resources)
 - g. Emergency Operations Center Update
 - i. Extend Paid Leave "B" for School Closures and Childcare
 - ii. Extend COVID Telecommuting Policy
 - h. Building Project Update
 - i. **Dues Invoice from the Association of Oregon Counties**
6. **Department Reports**
 - a. Road Department Monthly Report (Eric Imes, Assistant Road Master)
 - b. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose, Coordinator)
 - c. Clerk's Quarterly Report (Bobbi Childers)
 - d. Human Resources Quarterly Report (Lindsay Grogan)
 - ~~e. Surveyor's Quarterly Report (Matt Kenny)~~
 - ~~f. Public Health Quarterly Report (Nazario Rivera, Director)~~
 - ~~g. Weed Department Quarterly Report (Dave Pranger)~~
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 3/24/2021

(No acronyms please)

Emergency Command Update - COVID Pay Extension

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: 2 mins
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 3/18/2021 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):

The Family First Coronavirus Response Act FFCRA expired on 12/31/2020. Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

COVID PAY A - FULL PAY-

- (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) has been advised by a health care provider to self-quarantine related to COVID-19;
- (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

COVID PAY B - 2/3 PAY -

- (1) is caring for an individual subject to an order described in or self-quarantine
- (2) is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- (3) is experiencing any other substantially-similar condition specified by the Secretary of Health.

As of 12/31/2020, we are no longer required to provide paid leave. However, COVID A and B were extended through 3/31/21 by the BOC. I would like to recommend to extend COVID Pay through 4/30/21. Extending through April should allow adequate time for most employees, who choose to do so, to receive a COVID vaccine.

2. FISCAL IMPACT:

Varies depending on employee exposure and outbreaks.

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

Motion to extend providing COVID paid leave for employees until the end of April 2021.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Commissioner Jim Doherty
Department: BOC
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5613
Requested Agenda Date: 3-24-21

Sign Oregon Dept. of Agriculture, Wolf Compensation & Financial Assistance 2021
Grant Agreement #ODA-4264-GR

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Agriculture
Contractor/Entity Address: 635 Capitol St. N.E., Salem, OR 97301-2532
Effective Dates - From: Fully Executed Through: January 31, 2022
Total Contract Amount: \$14,260 Budget Line: 101-101-3-30-3429
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is the annual grant overseen by the Morrow County Wolf Depredation Advisory Committee. In the past, funds were used for wolf deterrent methods. This will continue in the coming year with the award amount of \$13,000 in that category. The Committee also applied for and was awarded \$1,260 for compensation for loss of livestock due to a wolf depredation, since one Morrow County livestock producer experienced a proven wolf kill in October 2020.

2. FISCAL IMPACT:

The amount that can be reimbursed to the County for administrative assistance with the committee and grant processing is up to \$1,000 (Award Category 5 - County Contribution).

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

Move to approve ODA Wolf Compensation and Financial Assistance 2021 Grant Agreement #ODA-4264-GR in the amount of \$14,260; and authorize Commissioner Doherty to sign on behalf of the County, as the Commissioner representative on the Wolf Committee.

Attach additional background documentation as needed.



**OREGON
DEPARTMENT OF
AGRICULTURE**

Protect. Promote. Prosper.

635 Capitol St NE, Salem, OR 97301-2532
503.986.4550 | Oregon.gov/ODA

**Oregon Department of Agriculture
Wolf Compensation and Financial Assistance
2021 Grant Agreement – Grant #: ODA-4264-GR**

Between: State of Oregon, acting by and through its Oregon Department of Agriculture

And: Grantee: Morrow County
Grantee Address: PO Box 788
Heppner, OR 97836

Date: Date of Agreement: March 17, 2021

Section 1

Legal Basis of Award; Term of Agreement

Section 1.01. Pursuant to ORS 610.150 to ORS 610.155 (the “Act”), the Department of Agriculture (the “Department”) shall establish and implement a wolf depredation compensation and financial assistance grant program and award grants in accordance with the Act and rules adopted by the Department in OAR chapter 603, Division 019 (the “Rules”) pursuant to ORS 610.150(4).

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed by every party and when required, approved by the Department of Justice. The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2022** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date. Agreement termination shall not extinguish or prejudice the Department’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

Section 2

Grant Award

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **April 5, 2021**, a maximum of \$14,260.00 (Grant money) to be awarded to Grantee for the purposes and amounts as set forth in the Budget found in Table 2.01. The purposes for the grant shall be for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction (livestock management techniques or nonlethal wolf deterrence techniques);
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as provided in OAR 603-019-0001(5), OAR 603-019-0005(c) and OAR 603-019-0015(2)(g); and

4) Compensation for missing livestock or working dogs resulting from wolf depredation.

All disbursements (“Awards) that the Grantee makes to persons or organizations (“Award Recipients”) for Award Types 1, 2, and 4 must be detailed in reports as required by Section 5.01. Awards to owners and managers for Award Types 1 and 4 are compensation for injury, death, or missing livestock or working dogs that occurred from February 27, 2020 through February 24, 2021, and that were documented in the grantee’s grant application. Grantee will report to the Department all grant moneys actually spent and allocated annually as required by Section 3.03.

Table 2.01 BUDGET

AWARD TYPE	BUDGET AMOUNT
#1	\$1,260
#2	\$0
#3	\$13,000
#4	\$0

Section 2.02. Conditions Precedent to Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.01 is subject to satisfaction of each of the following conditions precedent:

- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement;
- b) The county maintains a County Advisory Committee (“CAC”) described in ORS 610.150(2) and the committee meets the requirements of OAR 603-019-0015(2);
- c) The county is in compliance with the Act and Rules, including without limitation:
 - i. In accordance with OAR 603-019-0015, the CAC has established compensation rates for injured, dead and missing animals that are qualified for compensation; livestock or working dog owners applying to Grantees to receive Type 1 or Type 4 Awards meet the specified conditions for compensation; and the county program distributes funds, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement livestock management techniques or nonlethal wolf deterrence techniques , with a minimum of 30% of the county’s Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
 - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program;



- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing; and
- f) Grantee's representations and warranties set forth in Section 4 are true and correct when made and effective, and shall be true and correct on the date of disbursement with the same effect as though made on and as of such date.

Section 3 Uses of Grant

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement.

Section 3.02. Ineligible Uses of Grant. Grantee may not obligate or expend any Grant moneys in excess of the amounts set forth in Table 2.01. Budget changes must be approved by the Department.

Section 3.03. Report of Moneys Spent and Allocated; Return of Unspent Moneys. Grantee shall report to the Department by **December 31, 2021** all grant moneys spent and all moneys allocated to be spent by the **January 31, 2022** termination date. Any unspent and unallocated moneys must be returned to the Department as provided by Section 3.04.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the Termination Date ("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

Section 3.05. Equipment. Department shall have no right, title or interest in any equipment purchased using Grant moneys.

Section 4 Grantee's REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that:(1) Grantee is a county government duly organized and validly existing under the laws of Oregon; and (2) Grantee has full power, authority and legal right to make this



Agreement and to incur and perform its obligations hereunder. Grantee represents and warrants that the making and performance by Grantee of this Agreement (a) has been duly authorized by all necessary action of Grantee; (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document; and (c) does 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 Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms

Section 5 Grantee's Agreements

Section 5.01. Reports.

a) Annual Report. For each Award Recipient receiving Type 1 or Type 4 compensation listed in Table 2.01, Grantee shall provide Department a written report (requirements listed below) describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement. This report may be submitted with the Grantee's grant application, but the Department retains the right to request clarifying or additional information before grant disbursement. For each Award Recipient receiving Type 2 grant funds, Grantee shall provide Department a written report as described below.

- i. Please respond to the following requests in your report:
 1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
 2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance Awards were made?
 3. Please describe the procedures that your CAC used in order to establish compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity.) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?
 4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
 5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.



6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.
 7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
 8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner or manager must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each Award made to owners or managers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
1. A copy of the Oregon Department of Fish and Wildlife ("ODF&W") Wolf Depredation Summary Finding Form,
 2. Animal type,
 3. Whether animal was insured,
 4. Number of animals included in claim,
 5. Average value of animal(s); and
 6. List wolf deterrence methods used by owner or manager before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W).
- iii. For Awards made to owners or managers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
1. Owner or manager name,
 2. Date range unconfirmed depredation occurred resulting in missing animal(s),
 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity),
 4. Animal type,



5. Whether animal was insured,
6. Number of animals included in this claim,
7. Average value of animal, and
8. List wolf deterrence methods used by owner or manager before depredation occurred.

iv. For Awards to persons or organizations to implement livestock management techniques or nonlethal wolf deterrence techniques (Type 2 Awards), counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before Awards are given. Counties must supply the following information in a report to the Department:

1. Award Recipient name,
2. Brief description of management or nonlethal deterrence technique,
3. Date and location implemented,
4. Cost of management or nonlethal deterrence technique, and
5. Source of cost/price estimate.

b) Periodic Oral Reports. Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock owner or manager compensation. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Grantee that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws. This Section shall survive expiration or termination of this Agreement.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.



Section 6 Termination and Default

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement pursuant to this Section 6.01(a), Grantee shall, as of the effective date of termination, cease activities and distribution of Awards, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee: Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if, because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return all Grant moneys attributable to the terminated Award previously disbursed by Department to Grantee under this Agreement. In the event of termination pursuant to Section 6.02(ii), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of 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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).



Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.

Section 7 Miscellaneous

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 the Department or any other agency or department of the State of Oregon, or both, and Grantee 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.



Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 7.06. Entire Agreement. This Agreement constitutes 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.

Section 7.07. Contribution. 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 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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. Grantee by the Other Party of the notice and copies required in this paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee 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. The State'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.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State 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. The Grantee'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.

This Section shall survive expiration or termination of this Agreement.



Section 7.08. Indemnification by Subcontractors. Grantee shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several 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 Agreement so executed shall constitute an original.

Section 7.11. No Third-Party Beneficiaries. Department and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Section 7.13 Subcontracts. Grantee shall not enter into any subcontracts for any part of the program supported by this Agreement without the Department’s prior written consent. In addition to any other provisions the Department may require, Grantee shall include in any permitted subcontract under this Agreement provisions to ensure that the Department will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Grantee.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTEE COUNTY: Morrow County

AUTHORIZED REPRESENTATIVE: Jim Doherty, **County Commissioner**

Signature		Date	March 24, 2021		
Print Name	Jim Doherty	Title	Morrow County Commissioner		

State of Oregon, Acting by and through its Oregon Department of Agriculture

Signature		Date			
Print Name	Lauren Henderson	Title	Assistant Director		
Address	635 Capitol St. NE				
City	Salem	State	Oregon	Zip	97301
Phone	(503) 986-4552	FAX	(503) 986-4750		

Approved for Legal Sufficiency:

By: As per email dated

Name: N/A

Assistant Attorney General





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

(For BOC Use)
Item #
4h

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

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

Phone Number (Ext): 5627
Requested Agenda Date: 3/24/2021

R-2021-7: Resolution to Ratify Appointment of Greg Sweek as CREZ 3 Manager

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
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 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):

CREZ 3 IGA requires sponsor entities to ratify the appointment of the selected CREZ 3 Manager. CREZ 3 have recommended appointment of Greg Sweek to be the CREZ 3 Manager. Mr. Sweek is currently the CREZ 2 Manager.

2. FISCAL IMPACT:

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

"Motion to approve Resolution R-2021-7"

Attach additional background documentation as needed.

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

IN THE MATTER OF MORROW COUNTY)
RATIFYING THE APPOINTMENT OF) RESOLUTION NO. R-2021-7
GREG SWECK AS COLUMBIA RIVER)
ENTERPRISE ZONE III MANAGER)

WHEREAS, Morrow County and the Port of Morrow are Sponsors of the Columbia River Enterprise Zone (III); and

WHEREAS, the Columbia River Enterprise Zone (III) was established in 2021; and

WHEREAS, the Columbia River Enterprise Zone (III) is governed by an Intergovernmental Agreement which sets forth governance; and

WHEREAS, the Columbia River Enterprise Zone (III) Intergovernmental Agreement states that an Enterprise Zone Manager will be appointed by the Board; and

WHEREAS, the Columbia River Enterprise Zone (III) Intergovernmental Agreement states that each member entity shall ratify the nominee prior to appointment; and

WHEREAS, the Columbia River Enterprise Zone (III) Board have recommended that Greg Sweek should be appointed as Columbia River Enterprise Zone (III) Manager; and

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS
FOLLOWS:**

Morrow County Board of Commissioners ratifies the appointment of Greg Sweek to the position of Columbia River Enterprise Zone (III) Manger.

This Resolution shall be effective immediately.

Dated this 24th day of March 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner



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

(For BOC Use)
 Item #
 5

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

Presenter at BOC: Tamra Mabbott
 Department: Planning
 Short Title of Agenda Item:
 (No acronyms please)

Phone Number (Ext): 922-4624 or X 5505
 Requested Agenda Date: 03/24/2021

**2 Land Use Legislative Hearings: Adopt New Comprehensive Plan
 Chapter. Goal 10 Housing: Adopt new Rural Residential 10-acre Zone+**

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

- | | |
|--|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input checked="" type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input checked="" 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: 15 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other Informational |

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:

Tamra Mabbott 03/24/2021 Department Director

Required for all BOC meetings

Darrell Green 3/22/21 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):

Planning Commission voted unanimously to recommend the Board approve both the Comprehensive Plan Amendment and new Rural Residential 10 acre zone.

See attached packet.

Packet was also posted on the BOC website seven days prior to the hearing.

This is a legislative hearing(s) to amend the Comprehensive Plan and the Zoning Ordinance.

Adoption of the Plan will include adoption of the June 2019 Morrow County Housing Strategies Report.

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/15611/morrow_county_housing_strategies_full_report_final_061319.pdf

2. FISCAL IMPACT:

N/A

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

1. Adopt the Goal 10 Housing Chapter for the Comprehensive Plan.
2. Adopt the new Rural Residential 10-acr zone.

Attach additional background documentation as needed.



PLANNING DEPARTMENT

PO Box 40 • Irrigon, Oregon 97844
(541) 922-4624

March 16, 2021

MEMORANDUM

TO: Board of Commissioners
FROM: Tamra Mabbott *TJM*
CC: Justin Nelosn, County Counsel
Gregg Zody, Community Development Director
RE: PUBLIC HEARINGS:

1. ADOPTION OF UPDATES TO COMPREHENSIVE PLAN
GOAL 10 HOUSING AND GOAL 14 URBAN ELEMENT
2. CREATE A NEW RURAL RESIDENTIAL 10 ACRE ZONE

At their February 23, 2021 meeting, Planning Commission voted unanimously to recommend the Board adopt the attached amendments to the Comprehensive Plan and Zoning Ordinance. Planning Commission, Planning Staff and Community Development Director met several times during 2020 to develop a new RR-10 Zone. In 2021 staff prepared a Comprehensive Plan update which provides background about housing and housing policies in the county and sets forth the justification for a new RR-10 Zone.

1. AC-135-21 includes a new Goal 10 Housing Chapter for the Comprehensive Plan and a minor amendment to Goal 14 Urbanization relating to rural residential housing. As an appendix this Plan amendment includes the June 2019 Morrow County Housing Strategies Report. These amendments are required to be adopted in advance of the RR-10 Zone adoption.

For this hearing your packet contains the following:

Staff Report and Findings (pages 1-8)
Comprehensive Plan Goal 10 Housing Element (pages 9-16)
Comprehensive Plan Goal 14 Urbanization Element (pages 17-20)

2. AZ-134-20 is a proposed new Rural Residential 10-acre zone.

For this hearing your packet contains the following:

Staff Report and Findings (pages 21-23)
RR-10 Zone (pages 25-27)
February 4, 2021 memo to Planning Commission (page 29)
January 6, 2021 memo to Planning Commission with attached letter from 1,000
Friends of Oregon (pages 31-43)
October 16, 2021 memo to Planning Commission (page 45)
Letters of support (pages 47-66)

BOARD OF COMMISSIONERS STAFF REPORT AND FINDINGS

PLAN AMENDMENT (AP-135-21)

I. GENERAL INFORMATION AND FACTS

Applicant: Morrow County

Summary of Land Use Review: Plan Amendment application to amend Chapter 10 of the Morrow County Comprehensive Plan. The county participated in the 2019 Housing Strategies Study which also included a Buildable Lands Inventory (BLI) for each city. This Plan amendment also includes a minor amendment to Goal 14 Urbanization Element, to include Findings and Policy in support of a Rural Residential 10 acre zone, the minimum lot size of which complies with Statewide Planning Goal 14. The 2019 Housing Strategies Report included a number of strategies or recommendations relating to land use and planning for Morrow County. The proposed text amendment, an update to the Goal 10 Housing Element and Goal 14 Urbanization Element support for the Rural Residential 10-acre Zone is one of the recommendations for Morrow County.

II. NATURE OF REQUEST AND GENERAL FACTS

Morrow County coordinated the 2019 housing study project, together with the Cities of Heppner, Lexington (Town of), Ione, Boardman and Irrigon. The study was funded by each of the jurisdictions as well as a small grant from the State of Oregon Department of Land Conservation and Development (DLCD).

The Housing Study concluded that the growth rate has varied across communities within the county with Boardman and Irrigon experiencing the most growth and the communities in the Willow Creek Valley the lowest. The growth rates used in the BLI show Boardman to have the highest growth rate at 1.4% annually and 1% annually for Irrigon. Other cities will grow more slowly.

The full report is available on the county website:
<https://www.co.morrow.or.us/planning/page/2019-morrow-county-housing-strategies-report>

Each of the cities will be adopting an update to their respective Goal 10 Housing elements.

As part of a set of strategies, the study included recommendations for Morrow County as well as each city. An update of the Comprehensive Plan Goal 10 Housing is part of this legislative application.

A summary of the data, analysis and recommendations is below.

STRATEGIES AND ACTIONS

An outline of strategies described in this report is provided below, organized into four topics, followed by descriptions of each of the strategies and recommendations for their implementation.

- Land Supply Strategies:

Strategy 1: Evaluate and Address Infrastructure Issues

Strategy 2: Ensure Land Zoned for Higher Density Uses is not Developed at Lower Densities

Strategy 3: Research UGB Expansion or Land Swap Opportunities

Strategy 4: Increase Opportunities for Rural Residential Development in the County, Consistent with State Requirements and Local Goals

- Policy and Code Strategies

Strategy 1: Adopt Supportive and Inclusive Comprehensive Plan Policies

Strategy 2: Enhance Local Amenities and Services

Strategy 3: Adopt Minimum Density Standards

Strategy 4: Incentivize Affordable and Workforce Housing

Strategy 5: Facilitate “Missing Middle” Housing Types in All Residential Zones

Strategy 6: Support High Density Housing in Commercial Zones Promote Accessory Dwelling Units

Strategy 7: Streamline and Right-Size Minimum Off-Street Parking Requirements

Strategy 8: Encourage Cottage Cluster Housing

Strategy 9: Support Accessory Dwelling Units

- Incentives for Development

Incentive 1: System Development Charges (SDC) and/or Fee Waivers

Incentive 2: Tax Exemptions and Abatements

- Funding Sources and Uses

Funding Source 1: Construction Excise Tax

Funding Source 2: Tax Increment Financing (Urban Renewal)

Funding Source 3: Local Housing Development Funds

Funding Source 4: Other Property Owner Assistance Programs

Funding Use 1: Public/Private Partnerships

Funding Use 2: Land Acquisition/ Use Public Lands

Funding Use 3: Community Land Trust

Funding Use 4: Regional Collaboration & Capacity Building

I. MORROW COUNTY ZONING CODE STANDARDS APPLICABLE TO LEGISLATIVE DECISIONS.

The following sections of the Morrow County Zoning Ordinances apply to this land use

application. The relevant Ordinance sections are shown below in italic text, followed by a Finding in standard text. All of the following criteria must be satisfied in order for this request to be approved.

Zoning Ordinance Section 8. Amendments

SECTION 8.040. CRITERIA. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

A. The local conditions have changed and would warrant a change in the zoning of the subject property(ies).

This standard applies to a property rezone not a Comprehensive Plan text amendment. Therefore, this standard is not applicable.

B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following: a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway; b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or, c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes. Morrow County Zoning Ordinance Article 8 (10-01-13) Page 2 of 2

The subject Plan amendment will not have the effect of rezoning any particular property. Rather the Plan Amendment includes updated Findings and Policies to encourage residential development generally. Therefore, the application complies with this standard.

2. A plan or land use regulation amendment significantly affects a transportation facility if it: a. Changes the functional classification of an existing or planned transportation facility; b. Changes standards implementing a functional classification; c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)

The subject Plan amendment will not have the effect of rezoning any particular property. Rather the Plan Amendment includes updated Findings and Policies to encourage residential development generally. Therefore, the application complies with this standard.

- C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

The proposed Goal 10 Housing Element Update does address a public need, outlined in the 2019 Housing Study. Therefore, the application complies with this standard.

- D. The request addresses issues concerned with public health and welfare, if any.**

This Plan Amendment application does not directly impact any specific public health and welfare issues. However, the updated Goal 10 Housing Element includes Findings and Policies to promote more housing development within the county.

II. APPLICABLE STATEWIDE PLANNING GOALS

Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires a citizen involvement program that is widespread, allows two way communication, allows for citizen involvement through all planning phases and is understandable, responsive and funded.

Generally, Goal 1 is satisfied when a county complies with public notice and hearing requirements in the Oregon Statutes and in the local Comprehensive Plan and Land Use Code. The County's Zoning Ordinance is consistent with State law with regards to notification requirements. Pursuant to Section 9 of Morrow County Zoning Ordinance at least one public hearing before the Planning Commission and Board of Commissioners is required. Legal notice in a newspaper of general circulation is required. The County has met these requirements and notified DLCD of the proposal.

Finding: Given the public vetting of the report, scheduled public hearings and notice provided, Goal 1 is satisfied.

Statewide Planning Goal 10: Housing

Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

Finding: The Morrow County 2019 Housing Strategies Report and Buildable Lands Inventory identified the types of lands and housing needed throughout unincorporated county and within city limits. Housing report was developed to better understand the current condition of housing in each city and the county and to identify strategies to attract more housing. For purposes of this plan amendment, the city satisfies Goal 10 requirements.

Statewide Planning Goal 11: Public Facilities and Services.

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be “guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served.”

Finding: The housing strategies report identified the need for infrastructure improvements for each city. Each city is responsible for water and sewer infrastructure. County Goal 10 Update does not directly impact Goal 11. Goal 11 is satisfied.

III. APPLICABLE OREGON LAWS AND RULES

Oregon Administrative Rules Chapter 660 Division 08 apply to this comprehensive plan update. The Administrative Rule is shown below in ***bold italics***, followed by Findings in standard text.

Oregon Administrative Rules Chapter 660 Division 08

The purpose of this division is to ensure opportunity for the provision of adequate numbers of needed housing units, the efficient use of buildable land within urban growth boundaries, and to provide greater certainty in the development process so as to reduce housing costs. This division is intended to provide standards for compliance with Goal 10 "Housing" and to implement ORS 197.303 through 197.307.

660-008-0010 Allocation of Buildable Land

The mix and density of needed housing is determined in the housing needs projection. Sufficient buildable land shall be designated on the comprehensive plan map to satisfy housing needs by type and density range as determined in the housing needs projection. The local buildable lands inventory must document the amount of buildable land in each residential plan designation.

Finding: Where OAR 660 Division 08 does not apply to unincorporated lands, this division does not directly apply to the county Goal 10 Housing update.

660-008-0015 Clear and Objective Approval Standards Required

(1) Except as provided in section (2) of this rule, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of needed housing on buildable land. The standards, conditions and procedures may not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

(2) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in section (1) of this rule, a local government may adopt and apply an optional alternative approval process for applications and permits for residential development based on approval criteria regulating, in whole or in part, appearance or aesthetics that are not clear and objective if:

(a) The applicant retains the option of proceeding under the approval process that meets the requirements of section (1);

(b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

(c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in section (1) of this rule.

(3) Subject to section (1), this rule does not infringe on a local government's prerogative to: (a) Set approval standards under which a particular housing type is permitted outright; (b) Impose special conditions upon approval of a specific development proposal; or

(c) Establish approval procedures.

Finding: The Goal 10 Housing Element Plan update does not include changes to the County Zoning Ordinance which contains clear and objective standards. A separate legislative application will include the creation of a new residential zone, RR-10. This Plan Amendment does include a change to Goal 14 Urbanization element of the County Comprehensive Plan. The Goal 14 change identifies that the creation of a rural zone of 10 acres in size complies with Goal 14. Therefore, the application complies with this standard.

660-008-0025 The Rezoning Process

A local government may defer rezoning of land within an urban growth boundary to maximum planned residential density provided that the process for future rezoning is reasonably justified. If such is the case, then:

(1) The plan shall contain a justification for the rezoning process and policies which explain how this process will be used to provide for needed housing.

(2) Standards and procedures governing the process for future rezoning shall be based on the rezoning justification and policy statement, and must be clear and objective and meet other requirements in OAR 660-008-0015.

Finding: This Goal 10 and Goal 14 Plan amendment does not rezone any property. Rather, this amendment includes updated information, Findings and Policies to support additional housing throughout Morrow County. The application complies with this standard.

660-008-0030 Regional Coordination

(1) Each local government shall consider the needs of the relevant region in arriving at a fair allocation of housing types and densities.

(2) The local coordination body shall be responsible for ensuring that the regional housing impacts of restrictive or expansive local government programs are considered. The local coordination body shall ensure that needed housing is provided for on a regional basis through coordinated comprehensive plans.

Finding: The Morrow County housing project was conducted over an 18-month process and included each city and Morrow County. It was a collaborative, regional effort. The application complies with this standard. The application complies with this standard.

IV. SUMMARY AND RECOMMENDATION

Morrow County proposes a new Goal 10 Housing Element of the Comprehensive Plan and an update to Goal 14 Urbanization Element of the Comprehensive Plan. The proposed plan amendment incorporates the 2019 Housing Strategies Report.

V. AGENCIES NOTIFIED:

Anne Debbaut, Department of Land Conservation & Development; Mike Gorman, Morrow County Assessor; Justin Nelson, Morrow County Counsel.

35-Day Notice for this Post Acknowledgement Plan Amendment (PAPA) was submitted to Department of Land Conservation and Development on January 19, 2021.

VI. Hearing Dates:

- **Planning Commission December 8, 2020**
- **Planning Commission January 19, 2021**
- **February 23, 2021**
- **Board of Commissioners March 23, 2021 First Hearing/ First Reading**
- **Board of Commissioners April 7, 2021 Second Reading**

VII. RECOMMENDATION: Adopt the new Goal 10 Chapter and the amended Goal 14 Chapter of the Comprehensive Plan

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Vice Chair

Melissa Lindsay, Commissioner

Date

Attachments: Comprehensive Plan Goal 10 Housing Chapter
Comprehensive Plan Goal 14 Economic Development Chapter Amendments
2019 Housing Strategies Report

Goal 10 Update – Text proposed to be deleted is shown below with strikethrough text; new text is show below in underlined text. This version was recommended by Planning Commission for Board of Commissioner approval.

Goal 10 HOUSING ELEMENT

Introduction

~~Whereas a substantial portion of the County's total housing units are located within the planning areas of various Cities of the County; and whereas individual plans with respective housing elements have been formulated and jointly adopted by each City and the County; therefore, the housing element contained within this "Plan" is relatively general in scope and context. Thereof, the Housing Element of each respective City urban planning area in the County shall be considered an integral part hereof.~~

~~An adequate housing stock is a concern in the County. A large portion of the existing units are old, but most are in good repair. There were a total of approximately 2,207 housing units in the County in 1978 according to 1978 data. However, there is considered to be a shortage of suitable units in all parts of the county.~~

~~Anticipated growth may even increase the housing shortage in the future. The new Kinzua plant at Heppner generated a critical housing demand. The development of more irrigated tracts will require more housing in all areas.~~

~~The County intends to encourage home building by private individuals and interests. Several financial aid programs for building or remodeling are available to individuals through the Farmers Home Administration, as well as the conventional financial institution.~~

~~In addition to conventional home construction, modular homes provide a means to meet the increasing housing demand. Modular homes are "manufactured" units that are generally preassembled and trucked to the site. The design of these units has improved a great deal in recent years. Mobile homes are still a common design, but many new units look much like homes built by conventional methods.~~

~~Regardless of the construction method, more new homes are and will be needed in the County. The County intends to encourage the development of these dwelling units in existing communities, although the need for some rural housing is recognized whereas the County realizes that not all of its population, present and future, is desirous of residing solely in an "urban" atmosphere. In addition, the County is certainly aware that growth in the agricultural sector will create a continuing demand for employee housing thereof.~~

Present Housing & Conditions

~~As set forth hereinbefore, there were an estimated 2,207 housing units in the County in 1978. That number of units is calculated on the basis of a 1978 Certified County population total of 6,400 and an average household size of 2.9 persons (i.e. 6,400 divided by 2.9 = 2,206.89). Utilizing statistics relative to individual cities' populations, number of farms and number of farm laborers employed 150 days or more, it is estimated that approximately 20% of the housing units in the County are located in the rural areas of the County of which 80% are farm related.~~

A Housing survey conducted in 1977 showed that housing types in the County were comprised of approximately 80% conventional type housing and 20% mobile home. During the period from January 1977 to September 1978, statistics tabulated by the State Department of Commerce showed that of the building permits issued during that time period, the largest number were for mobile homes (28.7%); single family conventional dwellings (19.8%); modular homes (1.9%); multi-family units (1.9%); and non-residential and alterations the balance. Such statistics are indicative of an increasing trend towards mobile-modular-multi-housing units.

Other housing survey statistics show that the majority of housing units in the County are in "above average" condition; thereof, 67% of those units surveyed were rated "above average", 24% "average", and only 9% were rated "below average." These ratings are described as:

Above Average: Houses generally in excellent condition and with no apparent structural deficiency.

Average: Houses generally in good condition with possible minor work needed, but no major structural deficiency.

Below Average: Houses generally in deteriorated or dilapidated condition, often with apparent structural deficiency.

Project Housing Demand

The Oregon Department of Commerce, Housing Division, estimated housing demands in Morrow County for April, 1978 through June, 1980. The Table below summarizes the Division's projections for construction of new, non-subsidized housing. It is important to emphasize that these projections do not cover all housing needs for the County during the period — just new, non-subsidized housing needs.

Annual projected totals equal construction of 62 new houses and 67 new apartment units in the County. However, the data also emphasizes housing demand according to affordability. The Division predicts a large demand, 52.0% of the total, for houses under \$55,000. 85% of the demand for new apartments involves one or two bedroom apartments in the \$205' to \$274 per month rental range. Whether the residential construction sector can meet the demand for "affordable" housing remains to be seen.

Table 20

Estimated Annual Demand for New, Non-Subsidized Housing

Morrow County
April 1978 to June 1980

Single-Family Houses

Price Class	Number of Houses	Percent of Total
Under \$45,000	15	24.0
\$45,000 - \$49,999	15	24.0
\$50,000 - \$54,999	5	8.0

\$55,000 – \$59,999	5	8.0
\$60,000 – \$64,999	5	8.0
\$65,000 – \$69,999	0	0.0
\$70,000 – \$74,000	0	0.0
\$75,000 and Over	17	28.0
TOTAL	62	100.0

Multi-Family Units

Gross Monthly Rent	Efficiencies	One Bedroom	Two Bedroom	Three or More Bedroom
Under \$175	5	0	0	0
\$205 – \$214	0	15	0	0
\$215 – \$224	0	5	0	0
\$225 – \$234	0	5	0	0
\$235 – \$244	0	0	15	0
\$245 – \$254	0	0	5	2
\$255 – \$264	0	0	5	0
\$265 – \$274	0	0	5	0
\$275 – \$284	0	0	0	5
TOTAL	5	25	30	7

Source: Projected Housing Demands in Morrow County, Oregon Department of Commerce, Housing Division, 1978.

One alternative for "affordable" housing in the County is manufactured housing. Sources at the Association of Mobile Home Industries predict that as housing costs rise, manufactured housing may present one of the only affordable types of housing for many people, particularly low-income or elderly persons. Mobile homes and mobile home parks, if well managed and developed, could also help solve housing problems that occur when temporary populations move into and out of the County, i.e. large construction projects or agricultural harvest populations.

Findings

1. A housing location survey by types outside of the UGB's of the five cities was accomplished in 1978 and continues to be updated on a monthly basis.

2. ~~Morrow County faces a severe problem in housing low and median income families, who comprise a large segment of its labor force.~~

3. ~~Several large construction projects have occurred in the County, including the Pacific Gas Transmission Line, the P.G.E. Plant, Highway I-82N (Umatilla-Morrow County border), and expansion of facilities at the Port of Morrow. These large projects create special problems for County planning because of the temporary nature of short-term, large employment. More projects of this type and scope are expected in the future.~~

4. ~~Housing projections predict that County demand for residential construction should continue to grow but with an emphasis on "affordable" housing.~~

County Housing Profile Summary

In 2018-2019, Morrow County worked with cities in the County and a team of consultants to conduct a county-wide housing study, including an analysis of future housing needs, an inventory of buildable residential land, and a set of strategies to address current future housing needs. That effort helped form the basis for the most recent update of this Housing Chapter of the Comprehensive Plan.

Morrow County has an estimated 2018 population of 11,927 (Portland State University (PSU) population estimate). The population in the unincorporated portions of the County (4,419 people) is a significant percentage of the county's total population. In total, the county has grown by roughly 900 people, or 8% since 2000. This growth rate is less than the state overall, which grew by 21% in that same timespan. Despite the slower growth rate than the state, the county and its cities continued growth is indicative of a continued need for more housing, including to meet the needs of local workers and support economic development goals of Morrow County, the Port of Morrow and cities in the county. The communities in the northern portion of the county (Boardman and Irrigon) have seen the highest growth rates during the past two decades, compared to other areas of the County.

Morrow County had an estimated 4,617 housing units in 2018, with an estimated total vacancy rate of 8%, or roughly 400 units. Detached single-family homes represent an estimated 60% of housing units, while mobile homes represent an additional 32% of the inventory. Units in larger apartment complexes of five or more units represent just 3% of units, and other types of attached homes represent an additional 5% of units. (Attached single family generally includes townhomes, some condo flats, and -plexes which are separately metered.) There is a small share of households living in RV's and other non-traditional or temporary housing.

A large share of owner-occupied units (66%) are detached homes, or mobile homes (33%). Renter-occupied units are more distributed among a range of structure types. 74% of rented units are estimated to be detached homes or mobile homes, while the remainder are some form of attached unit. An estimated 11% of rental units are in larger apartment complexes of 5 or more units.

Morrow County's housing stock reflects the pattern of development in the area over time with 83% of the housing stock built before 2000. Roughly a third of the stock was built in the 1980's and 1990's, a quarter in 1970's, and another quarter in 1960's and earlier. Generally speaking, owners are more likely to live in newer housing, while rental housing is more evenly distributed among the time periods.

In comparison to the state, Morrow County and its cities tend to have a lower share of both owner and renter households spending more than 30% of their income on housing costs. Nevertheless, 22% of county households fall within this category. Renters have disproportionately lower incomes relative to homeowners. The burden of housing costs are felt more broadly for these households, and there is a need for more affordable rental units in Morrow County, as in most communities in Oregon.

There is support for more ownership housing at price ranges above \$200,000. This is because most housing in the county is clustered at the lower price points, while analysis of household incomes and ability to pay indicates that some residents could afford housing at higher price points. Additionally, there is a need for rental units at the lowest price level to serve those households currently paying a high share of their income towards rent. The County's housing needs analysis indicates a modest surplus of apartments in the \$300 to \$900 per month rent range. This represents the common range of rent prices in the county, where rents for most units fall. Rentals at more expensive levels generally represent single family homes or larger properties for rent.

The County is projected to add roughly 720 new households between 2019 and 2038, with accompanying population growth of 2,025 new residents. (The number of households differs from the number of housing units, because the total number of housing units includes a certain percentage of vacant units . Projected housing unit needs are discussed below.) Moreover, it is projected that the home ownership rate in the county will decrease slightly over the next 20 years from 74% to 72%, which remains higher than the current statewide average (61%). This is because the forecasted demographic trends of age and income of future households point to a somewhat growing share of households inclined to rent over the 20-year period. Based on the PSU projections, unincorporated areas are anticipated to lose some households as existing areas are annexed to urbanized areas over time. However, in reality there is likely to be some continued growth in rural areas, including in some existing unincorporated rural communities.

The 2019 Housing Needs analysis and buildable lands inventory study found that the unincorporated areas of Morrow County have the greatest amount of buildable residential land among the jurisdictions in the county. However, most of that land is zoned for low-density, rural residential uses with a density of 1 unit per two acres. Most of this land is not located in close proximity to employment centers in the cities which limits the potential demand for residential construction. Lands that are in relative close proximity to cities with good transportation (and transit), yet outside UGBs and unable to be served with urban infrastructure may be good candidates for rural housing development.

Findings

- The Housing Needs Analysis results (2019) show need for nearly 600 net new housing units by 2039.
- Of the new units needed, roughly 48% are projected to be ownership units, while 52% are projected to be rental units.
- 55% of the new units are projected to be single family detached homes, while 14% is projected to be some form of attached housing, and 31% are projected to be mobile homes.
- Of ownership units, 66% are projected to be single-family homes, and 33% mobile homes.

- An estimated 26% of new rental units are projected to be found in new attached buildings, with 11% projected in rental properties of five or more units, and 10% in duplexes.
- Mobile homes are projected to remain an important share of Morrow County's affordable housing base.

Strategies to Meet Future Housing Needs

As part of the 2018-19 Morrow County Housing Study, the project team identified a set of strategies that the County and its cities can implement to meet a range of local housing needs to accommodate households of varying sizes, incomes, and other circumstances. Strategies vary in their applicability among different jurisdictions in Morrow County. A list of strategies that may be applicable to the unincorporated portions of Morrow County follow. Additional information about these strategies can be found in the Morrow County Housing Strategies Report (2019).

- **Land Supply Strategies**
 - Evaluate and Address Infrastructure Issues
 - Ensure Land Zoned for Higher Density Uses is not Developed at Lower Densities
 - Increase the Supply of Rural Residential Land in the County
- **Policy and Code Strategies**
 - Adopt Supportive and Inclusive Comprehensive Plan Policies
 - Enhance Local Amenities and Services
 - Adopt Minimum Density Standards
 - Incentivize Affordable and Workforce Housing
 - Encourage Cottage Cluster Housing
 - Support Accessory Dwelling Units
- **Incentives for Development**
 - System Development Charges (SDC) and/or Fee Waivers
- **Funding Sources and Uses**
 - Construction Excise Tax
 - Local Housing Development Funds
 - Other Property Owner Assistance Programs
 - Public/Private Partnerships
 - Land Acquisition/ Use Public Lands
 - Community Land Trust
 - Regional Collaboration & Capacity Building

POLICIES

1. ~~Fe~~ The county shall create opportunities to increase the supply of housing to allow for the expected population growth and to provide for the housing needs of the citizens of Morrow County.
2. ~~Fe~~ The county shall encourage and cooperate with public agencies, non-profit organizations, and private developers-in supporting the creation of housing for people with low and moderate incomes.
3. ~~Fe~~ The county shall encourage efficient use of residential land housing development to occur within the Urban Growth Boundaries whenever feasible.
4. ~~Fe~~ The county shall encourage residential development that provides prospective buyers with a variety of residential lot sizes, diversity of housing types, and a range in prices.
5. County recognizes that an important roles for counties in relation to Goal 10 is maintaining strong agreements with cities regarding management of urban fringe areas that are outside city limits and within urban growth boundaries. By maintaining strong measures that prohibit intensive development in those areas under county jurisdiction, county can ensure that once annexed, the areas in question can be developed efficiently and cost-effectively to urban standards.
6. Joint Management Agreements between county and cities will reflect county support for efficient and cost-effective residential development inside city limits.
7. The county ~~will~~ shall encourage sponsors of major construction projects in the area to help the county plan for and accommodate temporary populations of construction employees.
8. The county recognizes that residential housing needs will continue to grow and will work with cities in the county to provide a sufficient amount of residential land to accommodate residential growth.
9. The county will emphasize the need for the appropriate type, location and phasing of public facilities and services sufficient to support housing development in areas presently developed or undergoing development or redevelopment.
10. The county (in cooperation with the cities and others) ~~should~~ shall ~~provide for a continuing review of housing need projections and should establish a process for accommodating needed revisions~~ regularly monitor and periodically update an inventory of buildable residential land.
11. Decisions on housing development proposals ~~should~~ shall be expedited when such proposals are in accordance with zoning ordinances and with provisions of comprehensive plans.
12. Ordinances and incentives ~~should~~ shall be used to increase population densities in urban areas, consistent with findings of the 2019 Morrow County Housing Study findings, and taking into consideration (1) key facilities, (2) the economic, environmental, social and energy consequences of the proposed densities, and (3) the optimal use of existing urban land.
13. County recognizes that certain communities have a large inventory of dilapidated, unsound, substandard structures. County shall provide resources where appropriate to improve or abolish unsound structures
14. County shall employ strategies that support the federal Fair Housing Act and other state and federal fair housing requirements and affirmatively further fair housing.

15. County shall allow and support the development of Accessory Dwelling Units in all residential zones, in accordance with state law and consistent with carrying capacity of water and natural resources. In particular, county will explore opportunities to permit ADUs for senior and handicap individuals.
16. The county shall provide flexibility in implementing the residential zoning standards to support the development of a wide range of housing types while mitigating the impacts of development.
17. The county shall support the maintenance and development of manufactured homes as an affordable housing choice in appropriate locations.
18. The county shall encourage maintenance and rehabilitation of the existing housing stock.
19. The county shall plan and regulate residential development to meet housing needs while preserving and protecting natural resources and reducing risks associated with natural hazards.
20. County will support the recommendations of the 2019 Housing study as follows:
 - a. Review and update residential design standards
 - b. Prepare standards for accessory dwelling units (ADUs)
 - c. Prepare development code provisions for a 10-acre residential zone that could be applied in the future to meet the demand for rural residential housing based on processes initiated by property owners.
21. Morrow County recognizes the connection between housing and workforce for employment lands and will support housing development to enhance prosperity for businesses.
22. Morrow County recognizes the nexus between creating new housing opportunities in the more remote communities of the county, i.e. the Willow Creek Valley and the long term viability of those cities. To that end, Morrow County will provide support for new housing opportunities in and near those cities.

Goal 14 Update – New Sections are shown below in underlined text. This version was recommended by Planning Commission for Board of Commissioner approval.

Goal 14 URBANIZATION ELEMENT

Introduction

Goal 14 is designed to provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities. The original urban growth boundaries established at the time of adoption and acknowledgment for Morrow County and each of the respective communities - Boardman, Heppner, Lone, Irrigon and Lexington - has functioned adequately. Nearly 30 years after the acknowledgment of the Morrow County Comprehensive Plan a complete review and update is being undertaken and each of the community's urban growth boundaries and respective needs will be completed.

Joint Management Agreements are in place, but as part of the Comprehensive Plan update are being reviewed and amended to provide better information to both Morrow County and the respective community.

While none of the communities have needed to do expansive urban growth boundary expansions over the past 30 years there have been actions to increase or provide other support to the communities within or adjacent to the respective urban growth boundary. This update will continue to refine what we know now about how each community has grown under the Oregon statewide planning system, and how they want to continue to grow.

City of Boardman Urban Area

The Boardman Urban Area Plan indicates a major addition to the City. As shown in the Plan, the City could accommodate up to 12,000 people.

The land use pattern is comprised of three basic types of land use: commercial, residential and industrial. The commercial core area is located close to the existing I-80N interchange. Tourist commercial is located around the interchange, with community commercial to the south. The community commercial area contains enough room for a large shopping center, office development and similar uses.

The residential area lies primarily south of the freeway. The existing residential area to the north is also planned for full development. Each residential neighborhood will contain its own park and internal pedestrian system. Major traffic movements will be routed around the perimeter of each neighborhood on arterial streets.

The industrial area lies north of the freeway. Most of it is located on the Port of Morrow property. The general industrial area will accommodate food processors and other heavy industries. The light industrial area will accommodate warehousing, bulk storage facilities, and commercial-industrial establishments such as automobile dealerships.

City of Irrigon Urban Area

The Plan for Irrigon Urban Area indicates complete development of the existing town site, with some residential use in adjoining areas.

Two types of commercial development are indicated; tourist commercial uses along U.S. 730 and a proposed community shopping area north of the railroad. The tourist commercial area is also intended to accommodate mobile home parks. A new civic center is indicated close to the community shopping area. This area will contain a city hall, library, and other community buildings.

Urban residential development is shown between the Columbia River and U.S. 730. This type of development is characterized by single-family homes on lots ranging from 7,000 to 10,000 square feet. Some residents will desire to maintain larger lots. Unneeded streets need to be vacated to permit more orderly and cohesive development. Continued development of the residential area at the densities described will require the installation of a municipal sewerage system.

The land west and south of the urban residential area is designated for residential-farm (rural residential) use. This type of use is characterized by lots ranging from 1 to 5 acres. Tracts this size will permit a limited range of farm operations in conjunction with residential development, provided residents maintain their own water and sewerage facilities.

A linear area along the water front is shown as a park. A portion of this area is being developed with a marina, a picnic area, and a large playfield. A site for a future high school is shown between the park and the present elementary school. To the east is an area the State intends to establish as a wildlife refuge.

East of the residential development is an area for industrial development. Irrigon presently lacks industry, and this area provides an opportunity to accommodate some industrial development in a location that has good highway and rail access.

City of Lone Urban Area

The Plan for the Lone Urban Area shows full development of the existing town site. The City's objective is to completely develop the area shown on the Plan Map before expanding into new areas. Commercial development is shown in the present downtown location and some additional commercial along the highway.

At present, industrial use in Lone is limited primarily to grain elevators. An area next to the highway at the east end of town is shown for industrial. Commercial development would also be suitable at that location if the need develops.

Residential use is indicated in most of the existing, developed portion of the City. Residential development will be primarily single-family homes. Any further multi-family units should be located adjacent to the downtown commercial area. Residential lots will range from 7,000 to 10,000 square feet per dwelling unit. Full development of this area will necessitate the installation of a municipal sewerage system. Future residential development up Rietmann Canyon will be contingent upon the provision of public water and sewerage service and a solution to flood problems.

Town of Lexington Urban Area

The Town of Lexington has a current population of just under 300 individuals in about 125 households, is the location of the Morrow County Grain Growers main office and a large retail

outlet, and has seen the relocation of the Morrow County School District's office out of town. There are several thriving small businesses that serve the community, south Morrow County and in some cases beyond.

The urban growth boundary has not changed since originally created at the time the Town of Lexington's Comprehensive Plan was acknowledged in October of 1979.

City of Heppner Urban Area

The Plan for the Heppner Urban Area shows full development of the existing town site and the implementation of the Willow Creek Dam project.

The commercial district along Main Street is already well-established. Future commercial development will be concentrated in this location. Surrounding the central commercial area is residential development. Much of this area is already built-up, but some vacant lots are available, along with view properties overlooking the community. A new subdivision near the high school is presently being developed. Areas suitable for mobile home parks are also shown.

Heavy industrial development is presently located west of town. Industrial areas within the City, with access to the highway and railroad, are indicated in the Plan.

Rural Residential Areas

In addition to the afore referenced Urban Areas there are two specific areas located outside (but adjacent to) the adopted Urban Growth Boundaries of the Cities of Boardman and Irrigon that demand special consideration. Said areas (as identified hereinafter) are predominately committed to non-commercial agriculture and are platted and partially developed in rural home sites ranging from one (1) to five (5) acres. Although some intensive farming occurs intermittently on isolated parcels with these general areas, the predominance of nonfarm rural home sites precludes most long-term productive and economical agricultural operations.

As set forth herein, the two (2) areas are described herein as those rural residential areas in the immediate vicinity of the urban areas of Boardman and Irrigon. Said areas involve lands located in Section 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of Township 4 North, Range 25 East lying North of the West Extension Canal and outside the urban growth boundary of the City of Boardman; and, lands encompassing the major portions of Section 13, 14, 23 and 24 of Township 4 North, Range 24 East, located South of the Interstate Freeway in the proximity of Boardman; and, lands encompassing those portions of Sections 20 and 21 of Township 5 North, Range 26 East located outside the urban growth boundary of the City of Irrigon but contiguous thereto; and the developed and/or platted portions of Sections 22 and 23 of Township 5 North, Range 26 East, lying contiguous to but outside the urban growth boundary of the City of Irrigon. Said areas are shown in general on the County overall Land Use Plan Map and in more detail in maps that follow.

The recognition of these areas also provides a limited alternative to total urban residency without expansion into the major agricultural areas of the County. Said areas are also located in the immediate proximity of two (2) urbanizing areas (Boardman and Irrigon) and therefore are serviceable without excessive expansion of required services and facilities. Failure to give

special consideration to these existing developed areas could compound existing limited land use conflicts in the County and expand the demand for such a living alternative to more predominate agricultural areas of the County.

New 10 Acre Rural Residential Areas – Compliance with Goal 14

In 2019, Morrow County, together with the five cities, adopted the Morrow County Housing Strategies Report. Included in the work was a Buildable Lands Analysis for each city and a countywide Housing Strategy. While the focus was to assist each city with Goal 10 compliance, ensuring a 20-year supply of lands set aside for housing, the report also identified a role for Morrow County. Specific to Goal 14, the study recommended that the county adopt a residential zone that complies with Goal 14 so that landowners in the future could rezone lands for residential use and by applying a 10-acre zone the lands would be in compliance with Goal 14. To partially implement this recommendation, county will adopt a Rural Residential 10-acre Zone.

Rural Service Center

Two (2) unincorporated communities of the County (Hardman and Ruggs) are shown on the overall Comprehensive Land Use Plan Map as rural service centers in recognition of their existing or potential functions of basic services to surrounding agricultural areas. It is anticipated that the economic forces which are responsible for their existence today will, with little change, remain the primary cause for their continued existence.

At the present time little basis can be established to anticipate expanded growth and development of these rural service centers, and therefore insufficient need to warrant preparation of plans for its accommodation. The principal planning task for these areas is then to protect existing uses and necessary expansion or improvement thereof.

Port of Morrow (Industrial Lands Outside an Urban Growth Boundary)

Recognized previously throughout the Plan for its economic importance to the County, necessitates special consideration in this element to those lands under jurisdiction of the Port of Morrow which are located outside the urban growth boundary of the City of Boardman and, are intended and vital for industrial development. Said properties (i.e. owned, controlled and managed by the Port of Morrow) involve a total of approximately 4,000 acres located east and southeast of the City of Boardman and bordered on the northwest by the Columbia River for a distance of about 3,600 feet (2/3 mile). Of this 4,000 acres, approximately 1,980 acres are available for future industrial development.

Major industrial development currently exists on Port property of which 350 acres is already identified as a Food Processing Industrial Park.

The major portion of the property under Port jurisdiction is located in Sections 1, 2, 3, 4, 9, 10, 11, 12 and 24 (Section 24 designated for effluent disposal) of Township 4 North, Range 25 East, and Sections 6 and 18 of Township 4 North, Range 26 East.

Existing ownerships and development patterns, coupled with the economic factors vital to the County, necessitates the designation of the Port of Morrow and properties controlled thereby as industrial. Such designation and appropriate implementing zoning does not, however, preclude the continuance of some agricultural use of said properties as an interim beneficial use until needed for industrial development.

BOARD OF COMMISSIONERS STAFF REPORT AND FINDINGS

Zoning Ordinance Update AZ-134-20

REQUEST: To amend Article 3 Establishment of Zones, creating a Rural Residential 10-acre Zone in the Morrow County Zoning Ordinance.

APPLICANT: Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844

LOCATION: Morrow County

I SUMMARY OF APPLICATION AND PROCESS:

Landowners and residents have expressed an interest in increasing opportunities for rural residential development. Both current residents and future residents have an interest in living within the county but on a rural setting with small acreage. The Planning Commission held four work sessions to discuss a draft zone that would be suitable for the county and also permitted under the Oregon Statewide Planning Program. The proposed draft meets local and statewide goals and objectives.

II SUMMARY OF APPLICABLE CRITERIA

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

A. The local conditions have changed and would warrant a change in the zoning of the subject property(ies).
No parcels will be rezoned as part of this legislative amendment. Rather, the new zone would allow lands to be rezoned in the future. Therefore, this standard does not apply.

B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:

- a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
- b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are**

- adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**
- c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

No lands will be rezoned as a result of this legislative amendment. Rather, this standard will apply in the future at the time a landowner files an application to rezone land and apply the RR-10 Zone. The application therefore complies with this standard.

- 2. A plan or land use regulation amendment significantly affects a transportation facility if it:**
- a. Changes the functional classification of an existing or planned transportation facility;**
 - b. Changes standards implementing a functional classification;**
 - c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
 - d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

See Findings above.

- C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

The proposed RR-10 Zone complies with the Housing Element of the Comprehensive Plan. Specifically, the RR-10 Zone supports the followings Policies found on page 173:

Policy 1. To increase the supply of housing to allow for expected population growth and to provide for the housing needs of the citizens of Morrow County.

Policy 4. To encourage residential development which provides prospective buyers with a variety of residential lot sizes, diversity of housing types, and a range in prices.

Additionally, the proposed RR-10 Zone would not be contrary to other policies in the Housing Element where rezoning individual parcels would require that findings to show how each individual application would comply with Oregon Administrative Rules Chapter 660 and an Exception to Statewide Planning Goal 3. Together, the OAR 660 and Goal 3 Exception require the lands be compatible with adjacent resource ground such as farm or forest uses. Additionally, due to the large lot size, RR-10 development would not compete with urban development allowed inside city limits and urban growth boundaries.

D. The request addresses issues concerned with public health and welfare, if any.

See Findings above.

IV PROPERTY OWNER NOTICE: Not applicable.

V LEGAL NOTICE PUBLISHED: November 17, 2020, East Oregonian
November 18, 2020, Heppner Gazette-Times

VI AGENCIES NOTIFIED: Anne Debbaut, Department of Land Conservation and Development; Mike Gorman, Morrow County Assessor’s Office; Justin Nelson, Morrow County Counsel; City of Heppner; City of Lexington; City of Lone; City of Boardman; City of Irrigon. Note: 35- Day notice mailed to DLCD on October 30, 2020.

VII HEARING DATES:

Planning Commission
November 24, 2020
December 8, 2020
February 23, 2021
Bartholomew Building, Heppner, Oregon

Board of Commissioners
March 24, 2021 Heppner, Oregon

IX RECOMMENDATION: Approve Findings, Amend Article 3 and Adopt a new Rural Residential 10 acre Zone to add to the Morrow County Zoning Ordinance.

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Melissa Lindsay, Commissioner

Jim Doherty, Commissioner

Date

Attachments: RR-10 Zone
Letters from interested parties

Section 3.042 RR-10 RURAL RESIDENTIAL TEN (RR-10) ZONE

§ 3.042 PURPOSE.

The RR-10 Rural Residential Zone is designed to provide lands for rural living in a rural residential atmosphere. The 10-acre minimum lot size complies with Statewide Planning Goal 14 where parcels are rural in size and are sufficiently large enough to accommodate private wells and sewage disposal systems. Standards for development are consistent with desired rural character and are compatible with adjacent farming and natural resource land management. Gardens and limited livestock are allowed outright in the zone. The RR 10 Zone may be approved when an application for rezoning lands also includes an application for exception to Statewide Planning Goal 3 and Oregon Administrative Rule Chapter 660-004-0000 and Amendment Standards found in Article 8 of the Morrow County Zoning Ordinance. A rezone application must also comply with Statewide Planning Goal 12 Transportation and the County Transportation System Plan (TSP).

§ 3.042 USES PERMITTED.

- A. Uses permitted outright. In a RR-10 Zone, the following uses and their accessory uses are permitted with a zoning permit, pursuant to §1.050:
1. Single-family dwelling on an individual lot, including a mobile home subject to requirements set forth in Section 4.110 of this ordinance.
 2. Other public or private uses or buildings necessary to serve the rural residential use of the land.
- B. Conditional Uses Permitted. In a RR-10 Zone, the following uses and their accessory uses are permitted when authorized in accordance with the requirements set forth by this section and Article 6 of this ordinance.
1. Home occupations subject to the limitations set forth in Article 6 of this ordinance.
 2. Public park, trails, recreation area, community or neighborhood center.
 3. Agri-tourism events as defined in § 1.030. Definitions.
 4. Utility facility necessary to serve the area or County.
- C. LIMITATIONS ON USE. In Rural Residential ten-acre (RR-10) zone, the number of livestock and/or animals including cattle, horses, goats, sheep, swine, poultry, or fur bearing animals is subject to the density limitations listed in this section.
1. The primary intended use for properties zoned RR-10 is residential. The raising

of livestock and/or animals in these zones shall be incidental to the primary use.

2. Livestock and/or Animal densities are calculated based on open space of each parcel as follows :

- a. Cattle – two per acre, (10 cattle maximum) or
- b. Horses, mules, donkeys, llamas – two animals per acre (10 maximum), or
- c. Sheep or goats – six animals per acre (30 animals maximum), or
- d. Emu – eight ratite per acre (40 animals maximum), or
- e. Ostrich – four ratite per acre (20 animals maximum), or
- f. Miniature cows, horses, mules and donkeys – four per acre (20 animals maximum), or
- g. Swine – four pigs per acre with maximum of four per parcel).

3. Cattle, horses, mules, donkeys, llamas, sheep, goats, emu and ostriches can not be kept on a site having an area of less than one-half acre.

4. All swine shall be confined to an area not less than 500 feet from any adjacent residential dwelling (not the property of the owner of the swine). Swine are only allowed seasonally as part of 4 H or FFA projects.

5. Animal density listed above for livestock, including cattle, horses, mules, donkeys, llamas, sheep, goats, emu and ostrich, also allows two offspring up to six months of age, per animal.

6. The number of colonies of bees allowed on a property shall be limited to one (1) colony for each 1,000 square feet of lot area.

9. Density for Poultry – twenty fowl per acre, and for fur-bearing animals (rabbits, mink, chinchillas, etc.) – twenty animals per acre. (MC-C-5-98)

Standards below are the same as other residential zones but may be further refined..

D. YARD AND SETBACK REQUIREMENTS. In an RR-10 Zone, the following yards and setbacks shall be maintained:

1. The front setback shall be a minimum of 20 feet from a property line fronting on a local minor collector or marginal access street ROW, 30 feet from a property line fronting on a major collector ROW, and 80 feet from an arterial

ROW unless other provisions from combining accesses are provided and approved by the County.

2. There shall be a minimum side yard of 10 feet for all uses, except in the case of a non-residential use adjacent to a residential use the minimum side yard shall be 20 feet.
3. The minimum rear yard shall be 20 feet.

E. DIMENSIONAL STANDARDS. In a RR-10 Zone, the following dimensional standards shall apply:

1. Percent of Lot Coverage. The main building and accessory buildings located on any building site or lot shall not cover in excess of thirty (30) percent of the total lot area.
2. ~~Building Height. No building or structure, nor the enlargement of any building or structure, shall be hereafter erected to exceed two stories or more than thirty (30) feet in height (remove?)~~
3. —
2. The minimum lot frontage on a public street or private roadway shall be 50 feet, except that a flag lot frontage may be reduced to the width of a required driveway but no less than 20 feet and except for a cul de sac, where the frontage may be reduced to 30 feet.

F. LOT SIZE. The minimum average width of lots shall be 150 feet and have an area not less than ten (10) acres.

G. TRANSPORTATION IMPACTS –

1. Traffic Impact Analysis (TIA). In addition to the other standards and conditions set forth in this section, a TIA will be required for all land use generating more than 400 passenger car equivalent trips per day. Heavy vehicles – trucks, recreational vehicles and buses – will be defined as 2.2 passenger car equivalents. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and, mitigation of the impacts. If the corridor is a State Highway, use ODOT standards. (MC-C-8-98)

END



PLANNING DEPARTMENT

PO Box 40 • Irrigon, Oregon 97844
(541) 922-4624

February 4, 2021

MEMORANDUM

TO: Planning Commission
 FROM: Tamra Mabbott
 RE: HOUSING
 Goal 10 and Rural Residential 10-acre Zone

The February 23, 2021 agenda includes the package of amendments relating to housing, including Plan Amendments and a new Zone, as follows:

1. AC-135-21 includes a wholly new Goal 10 Housing Chapter for the Comprehensive Plan and a minor amendment to Goal 14 Urbanization relating to rural residential housing. As an appendix this Plan amendment includes the 2019 June 2019 Morrow County Housing Strategies Report. These amendments are required to be adopted in advance of the RR-10 Zone adoption.

Materials for this hearing include the proposed Goal 10 and Goal 14 amendments Findings for Board of Commissioners. Staff requests that Planning Commission identify changes to both the Findings and Plan sections and make a recommendation to the Board of Commissioners.

2. AZ-134-20 is a proposed new Rural Residential 10-acre zone. This hearing is the culmination of many work sessions and two hearings that were previously postponed. Materials from the previous work sessions and hearings are not attached to the February 23, 2021 packet but are included in the record. Numerous letters of support for the RR-10 Zone are attached to this packet.

Staff requests that you identify changes to the Findings and draft RR 10 Zone and make a recommendation to the Board of Commissioners.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

January 6, 2021

MEMORANDUM

TO: Planning Commission
FROM: Tamra Mabbott
CC: Interested Parties
RE: Update on Proposed Rural Residential 10-acre minimum lot size zone

On December 8, 2020, Andrew Mulkey, staff attorney with 1,000 Friends of Oregon, submitted a letter with comments about the proposed RR-10 zone. A copy of the letter was shared during your December 8th meeting (also attached).

Planning Commission continued the hearing on the RR-10 Zone adoption in order to allow staff time to respond to the issues raised by 1,000 Friends.

Staff consulted with Department of Land Conservation and Development Commission (DLCD) staff on the issues raised in the 1,000 Friends letter. A summary of DLCD staff comments is at the end of this memo.

Staff has requested a meeting with 1,000 Friends to discuss the county's modified Findings and how county will address issues raised. A verbal report of that meeting will be shared at the Planning Commission meeting.

Below is a summary and analysis of the issues raised and a recommendation on a path forward.

1. Statewide Planning Goal 2 (SWPG 2) Mr. Mulkey points out that SWPG 2 requires counties rely on their comprehensive plans or "land use planning process and policy framework" as "a basis for all decision and actions related to us of land. OAR 660-015-0000(2) More specifically, Mr. Mulkey identifies the RR-10 zone as a "management implementation measure" for which OAR 660-015-0000(2) requires a comprehensive plan serve as the basis for adoption. Staff concurs with Mr. Mulkey and proposes to update the M CCP.

It is interesting that 1,000 Friends calls out the "management implementation measures" when rural residential (ten acre, now by law) is part of the Goal 14 Rule. County may argue that since County already has rural residential zoning (2 acre FR 2 Zone for example), the amendment actually is a compliance issue, to be consistent with ORS 197.175 and 197.250. Additionally, according to 197.612 county does not need a

public hearing to implement this compliance measure. Truly, county is not creating a whole new zone, rather, county is creating a zone that is in compliance with Goal 14.

2. Goal 10 Housing Mr. Mulkey correctly points out that the Housing element of the MCCP does not identify an RR-10 Zone. In response, staff proposes to update the Goal 10 Housing Element of the MCPP in advance of adoption of the RR 10 Zone. The 2019 Housing Study includes detailed population projections, a residential Buildable Lands Inventory of all five cities and unincorporated county and will serve as the primary factual basis for updating the Housing Element of the Plan.

The Housing Element update will require that county staff prepare a new legislative application and also the requisite 35-day notice (for a post acknowledgement plan amendment (PAPA)) to Department of Land Conservation and Development (DLCD). Staff proposes to have the notice and draft update prepared for commission consideration at the February 23, 2021 Planning Commission meeting.

3. Compliance with Exception Process for Goals 3, 4, 5 and 14 Mr. Mulkey questioned how the new zone would comply with the exceptions process and Goals 3, 4, 5 and 14. In a phone conversation with Mr. Mulkey staff explained how the rezone process would indeed require an exception for each new rezone application, that is, each time a landowner proposes to rezone their lands and apply the RR-10 Zone. Staff also shared the contents of the October commission training and background analysis that will apply to future rezones. During that October meeting, staff noted the rigor of the exceptions process, for which each landowner would be required to provide the analysis (aka Burden of Proof).

An explanation on how the goal exception process would apply will be included in the forthcoming, redrafted Findings for the RR-10 Zone. In summary, the RR-10 Zone will create a new zone for the MCZO only. Each and every time a landowner seeks to rezone his/her land will require an application for a plan and zone amendment as well as an application for exception to applicable statewide Planning Goals.

There appears to be some confusion about Morrow County's proposed RR-10 Zone and work underway by other counties who are working to create "non-resource lands." Morrow County is NOT considering a "non-resource" planning and zoning process, at least not at present. Rather, the scope of the Morrow County RR-10 zone is narrow in focus, similar in nature and scope to the RR-10 Zone in neighboring Umatilla County and also in Clatsop county. Again, staff will provide additional analysis of the exceptions process in the redrafted Findings and also in the Ordinance for Adoption of the new zone.

4. Analysis of Subject Lands In a phone conversation with staff Mr. Mulkey raised concern about the scope of future rezoning and its potential impact on farm and forest lands.

Staff explained that Morrow County's approach, like Umatilla and Clatsop counties, is to create the opportunity for landowners by adopting a Zone, but that each landowner would be responsible for submitting the plan, zone and exception application. Additional analysis about safeguards to protect adjacent farm and forest lands will be included in the revised Findings.

5. Goal 14 justification for rural residential plan designation Mr. Mulkey points out that the county "fails to explain the connection between the RR-10 proposal and the counties (sic) existing Goal 14 justification for rural residential plan designation." Staff proposes to draft new language to be included in the Goal 14 Urbanization Element of the MCCP as part of the RR-10 Zone Findings. Where the Goal 14 plan amendment will be exclusively for the RR-10 Zone, a separate application and state PAPA process will not be required. Rather, staff will revise the DLCD PAPA notice previously submitted for the RR 10 Zone.

Note: the current Goal 14 Urbanization chapter in the MCCP is four pages in length. The chapter was "repealed and replaced" in 2015 as part of a UGB amendment for the Town of Lexington. The intent in 2015 was apparently to update only the rural residential portion of the Goal 14 chapter but instead, the entire chapter was replaced. Further work on Goal 14 is warranted but for the purposes of justifying a RR-10 Zone only a small analysis will be added to Goal 14 section of the MCCP.

Summary of DLCD Staff comments on the memo as written above.

1. Your memo looks good. I am still confused about the Housing-Goal 10 aspects, since Goal 10 only applies in urban areas.
2. One of the strongest roles counties have in relation to Goal 10 is maintaining strong agreements with cities regarding management of urban fringe areas that are outside city limits and within urban growth boundaries. By maintaining strong measures that prohibit intensive development in those areas under county jurisdiction, counties can ensure that once annexed, the areas in question can be developed efficiently and cost-effectively to urban standards.
3. What I think is not appropriate is claiming that there is a rural housing need that justifies creation of more rural residential land. The department has taken a strong stand in the past against such a policy prerogative by counties. As long as your Goal 10 language doesn't include such a justification, I think we are fine with it.

SUMMARY OF PATH FORWARD

In summary, to address concerns of 1,000 Friends, and in accordance with the review of DLCD, staff proposes the follow next steps:

1. Update draft Findings to clearly outline that the legislative action is narrow in scope and will only create an RR-10 Zone in the Zoning Ordinance. Add reference to similar zones in Umatilla and Clatsop counties.
2. Update draft Findings and the purpose state in the RR-10 Zone to clarify that each application to rezone EFU lands to RR-10 will require a Goal 3 exception (farmland) or 4 (forest land) and Goals 5, 6, 14 and possibly 7 (Natural Hazards).

3. Update Comprehensive Plan Goal 10 Plan. Update will include reference to 2019 housing study and updates forthcoming by cities.
4. Draft language to Comprehensive Plan Goal 14 Urbanization Element with language noting that 10 acre residential parcels are not “urban” and therefore do not require an exception to Goal 14.
5. If Planning Commission agrees with the path forward, commission may continue the hearing on the RR-10 Zone to February 23, 2021. At the February meeting staff will have the draft Goal 10 Housing and Goal 14 Urbanization chapter for review.



December 8, 2020

By electronic mail

Morrow County Board of County Commissioners
c/o Tamra Mabbott, Planning Director
tmabbott@co.morrow.or.us

RE: RR-10 Zone, File Number AZ-134-20

On behalf of 1000 Friends of Oregon, please accept the following statement for the record in the proposal to create a 10-acre Rural Residential Zone, RR-10, file number AZ-134-20. Please include 1000 Friends in any subsequent notice related to proceedings in this matter and any notice of decision.

The RR-10 proposal fails to comply with Goal 2

The proposed RR-10 zone does not comply with Morrow County's comprehensive plan, Goal 2, or state law. Goal 2 requires that counties use their comprehensive plans, or "land use planning process and policy framework" as "a basis for all decision and actions related to use of land." OAR 660-015-0000(2). Goal 2 also requires that counties "assure an adequate factual base" for their decisions and actions. *Id.* As written, the current proposal does not those requirements.

The County cannot propose and implement a new zone without first justifying and explaining the basis for the zone in its comprehensive plan. In this case, the proposal fails to identify the basis for the zone. Comprehensive plans "shall be the basis for specific implementation measures," and such "measures shall be consistent with and adequate to carry out the plans." OAR 660-015-0000(2). Goal 2 explains that there are two types of implementation measures, "management implementation measures" and "site or area specific implementation measures." Management implementation measures include ordinances and regulations; the proposed RR-10 zone falls into that category.

As currently written, the comprehensive plan does not provide the basis for newly proposed RR-10 zone. The comprehensive plan does not recognize the RR-10 zone or justify its creation. And the proposed findings do not explain how the RR-10 zone is consistent with or carries out particular provisions of the comprehensive plan. In other words, the proposal fails to demonstrate that it implements any aspect of the comprehensive plan.



The summary of application statement and purpose statement for the RR-10 zone presents a set of unsupported assertions about the zone, its purpose, and the reasons for its creation. These statements are inadequate. The County must provide an adequate factual base to support the zone's purpose and need. For example, Goal 2 requires the County to incorporate the factual justification for the zone into its comprehensive plan or supporting documents: "All land use plans shall include identification of issues and problems, inventories and other factual for each applicable statewide planning goal, evaluation of alternative courses of action and ultimate policy choices, taking into consideration social, economic, energy and environmental needs." OAR 660-015-0000(2). In this case, nothing in the comprehensive plan or the proposal describes the inventory of currently available land that would allow current or future residents to "live within the county but on a rural setting with small acreage." Draft Findings of Fact I. Without that information or its incorporation into the comprehensive plan, the County fails to provide a basis for the zone.

Goal 10 does not justify the RR-10 zone

The proposed findings attempt to justify the RR-10 zone under the County's Goal 10 policies. Goal 10 and the County's Goal 10 plan policies do not, and cannot, justify the RR-10 zone. First, Goal 10 applies to buildable lands "in urban and urbanizable areas that are suitable, available and necessary for residential use." For that reason, the County's Goal 10 policies do not apply to resource lands or other rural lands within the County. Such an interpretation would be inconsistent with Goal 10. Second, the proposal does not limit the RR-10 zone to areas already designated as urban or urbanizable areas. Finally, the proposed findings fail to explain the extent of any "expected population growth" or how the newly proposed zone would meet that growth in light of lands already designated for that purpose.

Compliance with the exceptions process and Goals 3, 4, 5, and 14

First, the actual language of the proposal itself does not contain any provisions that link the implementation of the RR-10 zone to the state or county goal exception process. At the very least, the County needs to provide for that process in the provisions for the zone. Second, the language of the zone does not explain what existing lands would be subject to or eligible for the exception process for the RR-10 zone. The various purpose statements for the proposal imply that the zone could comply with Goal 3 because of the exceptions process. The proposal does not address Goal 4. Third, the proposal does not address Goal 5 or how the residences would comply



with protections for inventoried Goal 5 habitat. Finally, the fails to explain the connection between the RR-10 proposal and the counties existing Goal 14 justification for rural residential plan designation.

Conclusion

1000 Friends asks that Board of County Commissioners address these issues before adopting the proposed RR-10 zone. I am happy to provide further clarification of 1000 Friends' concerns with this proposal to the Board or the Planning Director and planning staff.

Sincerely,

A handwritten signature in black ink that reads "Andrew Mulkey". The signature is written in a cursive style.

Andrew Mulkey
Rural Lands Staff Attorney
1000 Friends of Oregon
(503) 497-1000x138
andrew@friends.org

1000 Friends of Oregon is a non-profit organization founded by Governor Tom McCall shortly after the Legislature passed Senate Bill 100, which created the land use planning rules that shape Oregon's communities. Since its founding in 1975, 1000 Friends has served Oregon by defending Oregon's land use system—a system of rules that creates livable communities, protects family farms and forestlands, and conserves the natural resources and scenic areas that make Oregon such an extraordinary place to live. 1000 Friends accomplishes this mission by monitoring local and statewide land use issues, enforcing state land use laws, and working with state agencies and the Legislature to uphold the integrity of the land use system.

cc by email:

Jim Johnson, Oregon Dept. of Ag.
Justin Nelson, County Counsel



PLANNING DEPARTMENT

P.O. Box 40 • Irrigon, Oregon 97844
 (541) 922-4624 or (541) 676-9061 x 5503
 FAX: (541) 922-3472

October 16, 2020

MEMO

TO: Planning Commission

FROM: Tamra Mabbott, Planning Director

RE: Rural Residential 10-acre Zone

Based on meetings and materials of previous meetings, Planning Commission and staff engaged in a robust discussion about issues and opportunities for a RR-10 zone in Morrow County. In an effort to help answer some unresolved questions about how and where the RR 10 Zone would be applied, staff is sharing a number of documents for your consideration. I would like to speak briefly about items I - IV at the October 27th meeting and then answer questions and have a discussion with commission members before the commission talks further about revised code language (Item V).

- I. Statewide Planning Goal 10 – Housing. The focus is on creating opportunities for housing in urban areas. See attached or here: <https://www.oregon.gov/lcd/OP/Pages/Goal-10.aspx>
- II. Oregon Administrative Rules (OAR 660-004-0000) Interpretation of Goal 2 Exception Process apply to an application to rezone resource lands for any other use. The standards are rigorous. See attached or here: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3054>
- III. Local (Morrow County Zoning Ordinance) Section 8.040 Article 8 Amendments. These county standards apply to any zone change and require an evaluation of how the zone change will affect “public services and facilities ...including but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services and streets and roads.” MCZO 8.040B attached and here: https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/8931/zoning_art_8_10-01-13.pdf
- IV. 2019 Morrow County Housing Strategies Report and role of cities to provide housing. See attached memo for Morrow County.
- V. Discussion about draft Zone – word changes. See attached drafts.
- VI. Next Steps – Legislative process overview.

Tamra Mabbott

From: Amellia Haguewood <amelliahaguewood@gmail.com>
Sent: Wednesday, January 20, 2021 1:06 PM
To: Tamra Mabbott
Subject: Rural Residential 10-acre zone

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

I support and encourage adding a Rural Residential 10-acre zone to Morrow County's current zoning ordinance.

I was astounded there wasn't already such zoning in place when I moved to Oregon in 2004.

The need for housing continues to be a major issue. For years, local businesses have lost valuable employees and applicants because there is no suitable housing available. No housing means no growth and we are unable to sustain not only the way of life many are accustomed to but the services we are afforded by having a stable economy.

While adding this new zone will not solve the housing shortage, it will certainly help.

Please do not be influenced by out of town or out of area input.

Sincerely,
Amellia Haguewood



January 4, 2021

Morrow County Planning Department

RE: Support for RR-10 zones

To whom it concerns,

The City of Heppner supports this action of allowing RR-10 zones in and around the community of Heppner Oregon. I personally cannot count the times that I have heard individuals want this as a choice when moving to this area. Allowing this action will let more marginal land become productive and increase the need for services and businesses in and around this community. Without growth the community is doing all it can to just stay the same size and not face falling population counts. This is the dream of many people that want to move here but does not exist as a choice. Currently with the city's housing stock, there is no place for them as very few houses have been built and most of the land in the city limits is not buildable or not for sale.

The proposed RR-10 meets local and statewide planning goals and objectives. Ten-acre residential parcels are, by definition "rural" and therefore comply with Statewide Planning Goal 14 Urbanization.

City of Heppner is supportive of the new RR-10 Zone. Residents who live outside the city are viable contributors to the economy of the city, local businesses and schools. Just like farmers and farming families are a critical component of the regional population, so too are new residents that would come if landowners decide to rezone land and create RR-10 parcels for development.

In 2018-2019, (city, chamber, WCVEDG) participated in a countywide housing study. The study showed that 84% of the City of Heppner's buildable lands were on lands considered costly and difficult to serve. The city is in the process of implementing measures recommended in the study, including updating the Comprehensive Plan Goal 10 Housing Element, updating code provisions to streamline residential development and pursuing infrastructure upgrades. City is also supportive of residential development outside the city limits, again, as noted above, to stimulate new growth for our rural economy.

So to sum it up. As the individual that represents Heppner in land use and flood plain issues for this community, I support this action.

Cordially,

A handwritten signature in black ink, appearing to read "Kraig Cutsforth", is written over a faint, light-colored signature line.

Kraig Cutsforth
City Manager

THE CITY OF HEPPNER

111 NORTH MAIN STREET • P.O. BOX 756 • HEPPNER, OREGON 97836
PHONE: (541) 676-9618 • FAX (541) 676-9650 • E-MAIL: heppner@centurytel.net • WEBSITE: <https://cityofheppner.com>

ICABO

Ione Community Agri-Business Organization
PO Box 26, Ione, OR 97843

Meetings: Second Thursday
7:30AM, Ione Market

January 14, 2021

Dear Morrow County Planning Department:

Ione Community Agri-Business Organization would like to express support of adding Rural Residential 10-acre zone to Morrow County's current zoning ordinance.

Ione Community Agri-Business Organization (ICABO) members include individuals and families of not only the Ione community but surrounding area, including many of the businesses in South Morrow County. The organization was established in the 1980's to not only support our local school but our local community. To give the community of Ione a voice when needed and to aid projects that help grow and maintain Ione and surrounding areas. Finding suitable housing needs has been one of ICABO's major projects over the years. This includes the development of Emert Addition and being a pivotal partner in the development of the 2nd Emert Addition.

The need for housing continues to be a major issue. For years, local businesses have lost valuable employees and applicants because there is no suitable housing available. No housing means no growth and we are unable to sustain not only the way of life many are accustomed to but the services we are afforded by having a stable economy. How many small communities, like Ione, are able to have a medical clinic in town? Without maintaining current population or growth in the community, amenities like the clinic could go away.

While adding this new zone will not solve the housing shortage, it will assist in it. Developing 10 acres compared to a city lot, takes significantly more work and money to accomplish. There are those who currently live in town that would love to pursue purchasing 10 acres out of town. This could then possibly free up houses in town that would then likely be sold or rented.

With continuing updates to telecommunications in the county, RR-10 zone could also attract new residents that would be able to work from home. 2020 has seen a very large growth in the work from home work force.

Another area you could see growth would be in programs like FFA and 4-H. Ten acre parcels would give the youth in our communities an outlet to learn how to raise animals for 4-H projects, etc. It would teach them how to take care of the land and to overall aid those youth to become well rounded individuals.

Thank you for all of your work and we hope to see the new zoning added soon!

Sincerely,



Ed Rollins

ICABO President

Tamra Mabbott

From: Amellia Haguewood <amelliahaguewood@gmail.com>
Sent: Wednesday, January 20, 2021 1:06 PM
To: Tamra Mabbott
Subject: Rural Residential 10-acre zone

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

I support and encourage adding a Rural Residential 10-acre zone to Morrow County's current zoning ordinance.

I was astounded there wasn't already such zoning in place when I moved to Oregon in 2004.

The need for housing continues to be a major issue. For years, local businesses have lost valuable employees and applicants because there is no suitable housing available. No housing means no growth and we are unable to sustain not only the way of life many are accustomed to but the services we are afforded by having a stable economy.

While adding this new zone will not solve the housing shortage, it will certainly help.

Please do not be influenced by out of town or out of area input.

Sincerely,
Amellia Haguewood

Tamra Mabbott

From: Joel Peterson <joelea2@me.com>
Sent: Tuesday, January 19, 2021 7:49 AM
To: Tamra Mabbott
Subject: RR-10 Zone

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

Morrow County Planning Commission
C/o Tamra Mabbott, Planning Director

I am writing in support of the RR-10 acre zone that is being proposed.

There is interest in having access to housing with small acreage in a rural setting. The last year has shown that there are many jobs that can be done from home with adequate internet service. Having more families living throughout the county would be good for all the communities in Morrow County.

Morrow County Planning staff have answered questions about the process very well. Morrow County has changed since 1975. We need to look for and take advantage of new ideas and opportunities. A RR-10 acre zone is one of those opportunities.

Respectfully,

Joel Peterson
Ione, Oregon

Attn: Morrow Planning Commission

I am in support of the Rural Residential 10-acre zone in Morrow County. I am a long-time resident of Heppner. Since moving here I have been looking for a small acreage to build a home and business. These are impossible to find in that the current requirement is 160 acres.

If these acreages were allowed on nonproductive farm ground, I would still consider developing a home and moving. My Son Wacy Coil is also looking for a home. The availability of housing in our town is very limited. Opening up land options would increase the housing in our town and allow families to move here and invest here.

I hope that you will allow this new zoning



Jay Coil

Tamra Mabbott

From: Ladd, Richard <Richard.Ladd@morganstanley.com>
Sent: Saturday, January 16, 2021 12:00 PM
To: Tamra Mabbott
Subject: RR-10 in Morrow country

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

I support and encourage adding a Rural Residential 10-acre zone to Morrow County's current zoning ordinance.

As a landowner both inside and just outside of the city limits of Ione, the need for housing continues to be a major issue. For years, local businesses have lost valuable employees and applicants because there is no suitable housing available. No housing means no growth and we are unable to sustain not only the way of life many are accustomed to but the services we are afforded by having a stable economy.

While adding this new zone will not solve the housing shortage, it will certainly help.

Please do not be influenced by out of town or out of area input.

Sincerely,

Richard Ladd

Financial Advisor
Financial Planning Specialist
Associate Vice President

Morgan Stanley, Wealth Management
700 Main St. Suite 315, P.O. Box 3440
Napa, CA 94558
Direct: (707) 254-4421
Toll Free: 800-829-0194
Fax: (707)-252-7934
Email: richard.ladd@morganstanley.com
CA Insurance Lic. #0B95810
NMLS# 1297999

Please see my website: [Click Here](#)

Connect with me on LinkedIn: www.linkedin.com/in/richard-ladd

Click the picture for more info about our Goals Planning System:



January 19, 2021

Morrow County Planning

To whom it may concern:

I am writing this letter in support of approval of a Rural Residential 10-acre zone in Morrow County. I support this for several reasons.

I was a licensed realtor in Heppner for ten years. The number one request for people moving here or people living here was to find an acreage. The number of acreages available for housing is extremely rare and highly sought after.

Secondly, I participated in the countywide housing study in 2019. This comprehensive study clearly shows a lack of available buildable lands, and a shortage of housing stock in Morrow County. The ability to develop 10-acre sites would allow people that are living in our communities to build homes outside of town and open up affordable and available homes in town.

I serve as Chair on the Willow Creek Valley Economic Development Corporation. Our goal is to help the communities of South Morrow County thrive. Allowing 10-acre parcels would attract families and bring substantial investment. These two things are highly desirable and needed.

I hope that the planning commission will consider this option for Morrow County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kim Cutsforth', with a long horizontal flourish extending to the right.

Kim Cutsforth

Stephanie Case

From: Tamra Mabbott
Sent: Tuesday, February 16, 2021 3:46 PM
To: Stephanie Case; Stephen Wreccics
Subject: FW: AC-135-21

For your file. Not sure who is working on this.

From: Byron Morris <byron.morris@umatillacounty.net>
Sent: Tuesday, February 16, 2021 3:19 PM
To: Tamra Mabbott <tmabbott@co.morrow.or.us>
Subject: Re: AC-135-21

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

Dear Tamra,

I apologize. This is for AZ-134-20.

Best,

On Tue, Feb 16, 2021 at 3:17 PM Byron Morris <byron.morris@umatillacounty.net> wrote:

Dear Tamra,

My comments include:

Residential development to install a septic system will require completing a site evaluation.

Best,

--

Byron Morris, MBio, REHS

Environmental Health Specialist

Umatilla County Public Health

200 SE 3rd Street

Pendleton, OR 97801

Office: (541) 278-6394

Cell: (541) 314-3342

E-mail: Byron.Morris@umatillacounty.net

--

Byron Morris, MBio, REHS

Environmental Health Specialist

Umatilla County Public Health

200 SE 3rd Street

Pendleton, OR 97801

Office: (541) 278-6394

Cell: (541) 314-3342

E-mail: Byron.Morris@umatillacounty.net

Tamra Mabbott

From: Jean Dahlquist <jdahlqu1@gmail.com>
Sent: Friday, February 19, 2021 10:22 AM
To: Tamra Mabbott
Subject: Re: PAPA AP-135-21

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

Hi Tamra,

Board is happy with this clarification. Thanks for answering our questions!

--Jean

On Fri, Feb 19, 2021 at 8:59 AM Jean Dahlquist <jdahlqu1@gmail.com> wrote:

Not yet. Just getting some clarification and we'll see what comments the board wants to officially submit. I'll keep you in the loop.

--Jean

On Thu, Feb 18, 2021 at 10:19 AM Tamra Mabbott <tmabbott@co.morrow.or.us> wrote:

Thank you Jean.

Shall I enter that comment into the record?

I can reply if you like.

The RR-10 zone is designed to comply with Goal 14. It is very similar to a rural residential zone created and adopted by many counties (11 I think) in Oregon

When applied at a future date, based on individual applications by landowners, the 10 acre will meet the Goal 14 safe harbor.

This PAPA will be reviewed together with a PAPA to update our Goal 10 section in our Comp Plan.

County role, as you know, is very limited in terms of housing. But it is important that we have a current Plan with relevant policies and goals for county role in housing. We are also adopting a small paragraph in Goal 14 as part of the PAPA to address the 10 acre safe harbor.

Do let me know if you have any questions or would like more detail.

Thank you!

From: Jean Dahlquist <jdahlqu1@gmail.com>
Sent: Thursday, February 18, 2021 9:40 AM
To: Tamra Mabbott <tmabbott@co.morrow.or.us>
Subject: Re: PAPA AP-135-21

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

Good morning Tamra,

Thank you for your swift reply! The board had one main comment, which I will share below. I had my own inclinations as to the answer, but I figured it was better to check with you, to help build this board member's understanding.

Regarding SB 391, I also have my suspicions, but I'll get an official answer for you.

" I can't tell whether the PAPA covers just urban areas or all areas, urban and rural, incorporated and unincorporated, within the County. If it covers areas outside UGBs, I have some concern whether the 10-acre zone is lawful under Goal 14. If that zone is used as a holding zone for urbanizable land within the UGB, I wouldn't have a problem with it, so long as it is justified by the BLI and HNA."

Thanks again!

--Jean

On Wed, Feb 17, 2021 at 11:23 AM Tamra Mabbott <tmabbott@co.morrow.or.us> wrote:

Jean – on another topic, does FHC have a position on SB 391? The Senator Dembrow Bill on ADU's in rural residential areas.

March 23, 2021

By electronic mail

Morrow County Board of County Commissioners
c/o Tamra Mabbott, Planning Director
tmabbott@co.morrow.or.us

RE: Comprehensive Plan Amendment, AC-135-21, Goal 10 Housing Element
Amendment

Thank you for the opportunity to comment on Morrow County's proposed amendment to the housing element of Goal 10. On behalf of 1000 Friends of Oregon, please accept the following statement for the record in AC-1315-21, the application to amend the comprehensive plan. Please include 1000 Friends in any subsequent notice related to proceedings in this matter and any notice of decision.

Goal 10 cannot be used to justify an increase in the amount of Rural Residential (RR) Land

Goal 10 applies to buildable lands "in urban and urbanizable areas that are suitable, available and necessary for residential use." For that reason, the County's Goal 10 policies do not apply to resource lands or other rural lands within the County. By definition, rural residential lands are not urban lands. For that reason, the proposed amendments violate Goal 10. They include a strategy to "Increase the Supply of Rural Residential Lane in the County" for the purpose of meeting future housing needs. Rural residential land cannot be used or relied upon to achieve the objectives of Goal 10.

Goal 10 cannot be used to justify an increase in non-resource residential uses and densities on rural and resource lands

The amendments state that the strategies "may be applicable to the unincorporated portions of Morrow County." That area includes farmland, forestland, and range land. If applied land designated for resource use lands, a number of the strategies appear to create a conflict with Statewide Planning Goals 3 and Goal 4, as well as statutory protections for farm and forest lands. For example, a strategy to "Support Accessory Dwelling Units" is not consistent with policies to protect farm and forest land for resource use. Goal 10 does not allow strategies that encourage or support higher densities of dwellings on resource lands. At the very least, the County must clarify how those strategies are limited to lands to which Goal 10 actually applies. Or the County



must evaluate how such strategies are consistent with protections for farm and forest uses on rural lands.

Conclusion

1000 Friends asks that Board of County Commissioners address these issues with the proposed amendments to the Housing Element.

Sincerely,

A handwritten signature in black ink that reads "Andrew Mulkey". The signature is fluid and cursive.

Andrew Mulkey
Rural Lands Staff Attorney
1000 Friends of Oregon
(503) 497-1000x138
andrew@friends.org

1000 Friends of Oregon is a non-profit organization founded by Governor Tom McCall shortly after the Legislature passed Senate Bill 100, which created the land use planning rules that shape Oregon’s communities. Since its founding in 1975, 1000 Friends has served Oregon by defending Oregon’s land use system—a system of rules that creates livable communities, protects family farms and forestlands, and conserves the natural resources and scenic areas that make Oregon such an extraordinary place to live. 1000 Friends accomplishes this mission by monitoring local and statewide land use issues, enforcing state land use laws, and working with state agencies and the Legislature to uphold the integrity of the land use system.



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

(For BOC Use)
 Item #
 7a

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

Presenter at BOC: Sandi Pointer Phone Number (Ext): 541-989-9500
 Department: Public Works - Airport Requested Agenda Date: 03/24/2021
 Short Title of Agenda Item: **National Data Interchange Network (NADIN) system**
 (No acronyms please)


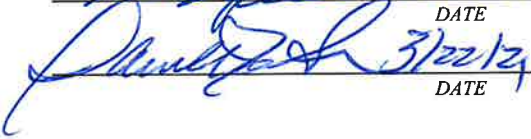
This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" 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: **All Weather Inc**
 Contractor/Entity Address: **1065 National Dr, Suite 1, Sacramento, CA 95834**
 Effective Dates – From: **03/24/2021** Through: **03/24/2024**
 Total Contract Amount: **For three years \$2,160,00** Budget Line: **205.250.5.20.3440**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE 3/8/2021	Department Director	Required for all BOC meetings
 _____ DATE 3/22/21	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):

National Data Interchange Network (NADIN) with Automated Weather Observing System (AWOS) net is a data service that will deliver the information the AWOS has computed and the interface will transmit all the data every three hours to a virtual map, simply through an app on our phones. A standard AWOS (which we currently have) has two ways to get observation data to a pilot. The dial up telephone line, and the ground-to-air radio broadcast. Cell phones can have trouble in the flight path at times, the radio broadcast has a usable service area of only about a 20 mile radius. Also limited to its users who do not know the frequency. Frequent users are air bus and emergency services and this would be a big benefit for those services.

With this service, The airports weather data will appear on the internet, Direct User Access Terminal System (DUATS) and commercial weather data providers. iPad, Smartphone apps and cockpit weather systems will now have the airports weather. This is vital for emergency services and surrounding residence of the airport.

We can choose. If while in agreement and network equipment fails for any reason, they will replace it at no cost throughout the life of the service. 24 hour telephone support is available. An added bonus is they also archive 5-minute reports from your AWOS, which this helps when or if there is ever an issue we have some documentation.

Two different quotes but the favorable is the All Weather Inc, unit as we already contracted with the AWOS technician for our 1/4ly inspections and with their equipment, it is checked and serviced along with the AWOS itself.

2. FISCAL IMPACT:

205.250.5.20.3440 - Contract Services Line, \$720.00 a year

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

Motion to accept service with Remote Systems Integration with All Weather Inc, for the NADIN hardware and provide service for web based broadcasting.

Attach additional background documentation as needed.

TERMS AND CONDITIONS OF SALE*ISO Process Document Z-1012**Revised May 16, 2019*

For purposes of these Terms and Conditions of Sale, the term "contract" shall mean the agreement between All Weather, Inc., (hereinafter referred to as "AWI") and Buyer arising as a result of Buyer's submission of an order for AWI products, as hereinafter defined, for delivery and AWI's acceptance of said order. Any such contract shall be deemed to incorporate and be governed by these Terms and Conditions. These Terms and Conditions shall take precedence over any terms and conditions that appear in Buyer's order or in any documents incorporated by reference in Buyer's order. No term or condition of Buyer's order additional to or different from these Terms and Conditions shall become part of the contract unless explicitly referenced and agreed to in writing by an authorized officer of AWI. Retention by Buyer of any products delivered by AWI, or payment by Buyer of any invoice rendered hereunder shall be conclusively deemed acceptance of these Terms and Conditions. AWI's failure to object to any provision contained in any communication from Buyer shall not be construed as a waiver or modification of these Terms and Conditions nor as an acceptance of any such provision.

1. **Orders:** By submitting an order to AWI, Buyer agrees to be subject to these Terms and Conditions of Sale in their entirety. All orders must be bona fide commitments showing mutually agreed to prices, quantities and shipping dates. If an order is submitted to AWI in response to a written AWI quotation, the order must contain the AWI Quotation number. No order or other commitment, whether or not submitted in response to a quotation by AWI, shall be binding upon AWI until such order or other commitment is accepted in writing by AWI.
2. **Prices and Taxes:** Prices do not include federal, state or local taxes, including, without limitations, sales, use or excise taxes, now or hereafter enacted, applicable to the products sold in this transaction, which taxes may, in AWI's discretion, be added by AWI to the sales price or may be billed separately and which taxes will, in any event, be paid by Buyer unless Buyer provides AWI with a proper tax exemption certificate.
3. **Delivery and Shipment:** All products will be tendered and shipped F.O.B. Ex Works in California and may be so tendered in several lots. In the absence of specific instructions, AWI may select the carrier and ship, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be the agent of AWI. Buyer must provide its own insurance. Title and risk of loss or damage to all products sold hereunder shall pass from AWI to Buyer upon delivery by AWI to the possession of the carrier, provided that AWI reserves a purchase money security interest in the products. Any claims for loss, damage or miss delivery thereafter shall be filed with the carrier.
4. **Terms of Payment:** Unless otherwise stated on AWI's invoice, all payments shall be net thirty (30) days from date of invoice and all transactions will be in US Dollars.

Buyer shall furnish to AWI all financial information reasonably requested by AWI from time to time for the purpose of establishing or continuing Buyer's credit limit. Buyer agrees that AWI shall have the right to decline to extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. AWI shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in AWI's credit policies or Buyer's financial condition and /or payment record. Unless otherwise stated in AWI's proposal, payment terms are:

All Weather, Inc., Terms and Conditions

- a. Components, sub-assemblies and repairs for hire (including separate spares orders):
 - i. All orders totaling less than \$1,000:
 - 100% at order placement using Check, Wire, or Credit Card (VISA, MasterCard, or Discover).
 - ii. Upon credit approval and within 30 days from invoice date
 - 100% of total price of shipment
 - iii. Without credit approval
 - 100% at order placement using Check, Wire, or Credit Card (VISA, MasterCard, or Discover)
- b. Systems installed within the United States of America:
 - i. Upon credit approval and within 30 days from invoice date
 - 100% of total price of equipment shipped;
 - 100% of total price of installation, maintenance, training, site preparations, factory acceptance testing, site acceptance testing, FCC licensing etc., as applicable, at time of completion of said items
 - If retention has been agreed upon by both parties, 5% of the total price may be withheld until system has been commissioned. The 5% withhold will be due within 30 days of system commissioning.
 - In the case of commissioning extending beyond 120 days from shipment with no fault by AWI, final payment is due at 120 days
 - If Buyer's credit account is delinquent at any point AWI may withhold its services and equipment until Buyers account is current
 - ii. Without credit approval:
 - 30% of total price when order is placed
 - 70% of total price prior to shipment of equipment
- c. Systems sold outside the United States of America:

Option 1:

 - Buyer will present an Irrevocable & Confirmed Letter of Credit, for 100% of the order, on a US Bank when placing the order.
 - AWI will not begin production and fulfillment of Buyer's order until a confirmed letter of credit is issued and found acceptable by AWI.
 - Minimum of 100% payable upon presentation of shipping documents, invoices, and other supporting documents to the Bank; for:
 - Equipment shipped including spares, and calibration equipment. Shipping will be Incoterms Ex Works, unless other arrangements/agreement is made.
 - All associated Services (Install, training, FAT, etc.), as applicable, at time of completion of said items
 - All charges and fees associated with the establishment and administration of a Letter of Credit will be borne by the Buyer.

Option 2:

 - A Letter of Credit is not required for advanced payment of at least 90% of the order value at time of order placement to AWI. Remaining 10% is due prior to shipment.
 - For 100% payment via wire transfer on accepted order, AWI offers an additional 2% discount on order value.
 - All bank fees associated with foreign currency conversions to U.S. Dollars or fees associated with wire transfer fees shall be borne by the Buyer.
 - No credit on account will be given for orders shipped outside the U.S.

d. Forfeiture of Rights

- i. If the Seller is not given an opportunity to complete follow-on work (such as installation or training) within 12 months from shipment, the Seller can decline to perform the work and the Buyer forfeits any amounts already paid to the Seller.

Buyer shall not deduct any amount from any AWI invoice without AWI's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by AWI. If Buyer fails to pay the price or any other payment due hereunder when due, AWI may recover, in addition to the price or payment, interest thereon at the rate of not less than 1.5% per month where lawful, but subject to the maximum allowable lawful monthly interest rate, and reasonable attorney's fees. Terms of payment hereunder may be changed by AWI at any time.

5. *Security Interest:* Buyer hereby grants to AWI a security interest in all AWI products sold to Buyer as security for the due and punctual performance by Buyer of all of its obligations hereunder. Buyer agrees to execute such documents to evidence and perfect said security interest as AWI may require. Buyer hereby appoints an officer of AWI as its duly authorized agent for the purpose of executing all such documents on Buyer's behalf, including, without limitation, financing statements on Form UCC-1, and for the purpose of taking any and all other action deemed necessary by AWI, in its sole discretion, for the perfection and enforcement of the security interest granted hereby.

6. *Contingencies:* AWI shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of AWI, including, by way of illustration but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, floods, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where AWI has exercised ordinary care in the prevention thereof.

7. *Equipment:* Equipment furnished under the contract (the "equipment") will be newly manufactured or assembled by AWI from new parts unless prior written permission is obtained from Buyer. Where allowed by law, AWI may modify specifications of equipment designed by AWI, provided the modifications do not adversely affect the performance of the equipment. In addition, AWI may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority, or non-availability of materials from suppliers.

8. *Software:* AWI shall at all times have and retain title and full ownership of all software, firmware programming routines, and documentation thereof supplied by AWI for use with the equipment, and of all copies thereof made by Buyer (collectively "software"). AWI grants Buyer a non-exclusive and non-transferable license to use such software solely for use with the equipment. Buyer shall take all reasonable steps to protect AWI's proprietary interest in the software and shall not transfer or otherwise provide the software to any third party without prior written consent.

9. *Warranties:*

- i. *Components/Spares and Systems:* The term of warranty for Components/Spares is one (1) year from the date of shipment. The term of warranty for Systems is (18) months from the date of shipment or (1) year from the date of commissioning, whichever is shorter. If any equipment covered by this warranty shall be returned to the original shipping point, transportation charges prepaid, and upon examination AWI determines to its satisfaction that such equipment is defective in material or workmanship and such defect was not caused by accident, misuse, neglect, alteration, improper installation, improper adjustment, improper repair, or improper testing, AWI shall at its option repair or replace the equipment, with

- shipment to Buyer prepaid. AWI shall have reasonable time to make such repairs or to replace such equipment.
- ii. Repairs: Components/Spares and Systems repaired after the expiration date of the new product warranty, the warranty is limited to the repaired portion and is valid for ninety days from the date of its reshipment.
 - iii. Buyer must obtain a valid Return Material Authorization ("RMA") number from AWI for all returns. RMAs will be issued at AWI's sole discretion, in accordance with these terms and conditions. RMA are valid for thirty calendar days from the date of issuance. AWI must physically receive the return within the thirty (30) calendar day window.
 - iv. If Buyer shall fail to pay when due any portion of the purchase price or any other payment required from Buyer to AWI under this contract or otherwise, all warranties and remedies granted under this Section 8 and 9 and all warranties and obligations of AWI to service, repair, replace, correct or otherwise remedy defects, errors of failures under any other contract between Buyer and AWI may, at AWI's option, be terminated.
 - v. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND ANY DEFECTS THEREIN OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AWI'S SOLE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY NONCONFORMITY OR DEFECT IN THE PRODUCTS, IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL BE AS SET FORTH IN SECTION 9i AND 9ii HEREOF AS LIMITED BY SUBSECTION 9iv HEREOF.
 - vi. AWI MAKES NO WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITHOUT RESPECT TO EQUIPMENT SOLD TO BUYER BY AWI AND NOT MANUFACTURED BY AWI. AWI shall assign the manufacturer's warranty, to the extent permitted, to Buyer upon Buyer's timely written request.

10. *Patents:* AWI shall defend any suit or proceeding brought against Buyer to the extent that it is based on a claim that any equipment manufactured by AWI (hereinafter "warranted equipment") infringes in construction or design a United States patent, and shall indemnify Buyer against all costs, damages and expenses finally awarded against Buyer provided that Buyer notifies AWI promptly in writing of any such claim and gives AWI full and complete authority, information and assistance for the defense of such claim and provided further that AWI shall have sole control of the defense and of the negotiations for settlement, if any, of such claim. If any warranted equipment is held in construction or design directly to infringe any United States patent and the use of said warranted equipment is enjoined, or in case any warranted equipment may, in the opinion of AWI, be held to constitute such infringement, AWI may, at its expense and option either (a) procure for Buyer the right to continue using said warranted equipment, (b) replace said warranted equipment with a suitable non-infringing product, (c) suitably modify said warranted equipment, or (d) refund the purchase price of said warranted equipment, less depreciation at twenty percent (20%) per year and accept its return. AWI shall not be liable for any infringement arising from the combination of any warranted equipment with any system or product other than warranted equipment or from the modification of any warranted equipment unless such modification was made by AWI. AWI shall not be liable for any cost or expense incurred without AWI's written authorization. THE FOREGOING STATES THE ENTIRE LIABILITY OF AWI, AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY ALLEGED PATENT INFRINGEMENT BY THE WARRANTED EQUIPMENT.

11. *Limitation of Liability:* UNDER NO CIRCUMSTANCES SHALL AWI's LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR AWI's PERFORMANCE OR ASSERTED FAILURE TO PERFORM THEREUNDER, IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS, EXCEPT AS PROVIDED SPECIFICALLY IN SECTION 10 HEREOF PERTAINING TO PATENTS; AND IN NO EVENT SHALL AWI BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL.

12. *Proprietary Information:* Buyer represents that it has adopted reasonable procedures to protect Proprietary Information, as defined hereafter, including binding agreements with employees and consultants to prevent unauthorized publication, disclosure or use of Proprietary Information during or after the term of their employment or retention by or services for Buyer. Buyer shall not use Proprietary Information except as expressly permitted hereunder, shall not disclose Proprietary Information of AWI to any third party, and shall not transmit any documents or copies thereof containing Proprietary Information to any third party, except as may be authorized in writing by AWI.

"Proprietary Information" shall mean information or data of AWI or of a third person to whom AWI owes obligations of confidentiality, and which is furnished or to be furnished to Buyer in written, graphic or machine-readable form and is marked proprietary or confidential. Where copies or alternative forms of information or data are received from AWI, such information or data shall be considered Proprietary Information so long as at least one of said copies or alternative forms is marked proprietary or confidential.

This Section 12 shall not apply to information which Buyer demonstrates was in Buyer's possession prior to receipt from AWI or information which Buyer demonstrates is or has become available to the public or general knowledge in the industry otherwise than through the fault of Buyer.

13. *Cancellation and Rescheduling:* Orders accepted by AWI may be canceled or rescheduled by Buyer only with the written consent of AWI (which consent AWI may withhold for any reason) and upon payment of any cancellation fees, or rescheduling charges. Restocking fee for canceled orders will equal 10% of the equipment value of restocked items. AWI shall have the right without penalty or payment to cancel any order accepted, or to refuse or delay the shipment thereof, (i) if Buyer fails to make promptly any payment due AWI or to meet any other reasonable requirements established by AWI, (ii) if any act or omission on the part of Buyer delays AWI's performance, or (iii) if Buyer's credit becomes impaired. In any such event AWI shall be entitled to receive reimbursement for its reasonable and proper cancellation charges.

14. *Non-Waiver of Default; Remedies:* In the event of any default by Buyer under this or any other contract between AWI and Buyer, AWI may decline to make further shipments. If AWI elects to continue to make shipments, AWI's action shall not constitute a waiver of any default by Buyer or in any way affect AWI's legal remedies for any such default. All AWI's rights and remedies, whether evidenced hereby or by any other contract or document, shall be cumulative and nonexclusive and may be exercised singularly or concurrently.

15. *Applicable Law:* The validity, performance and construction of the contract shall be governed by the laws of the State of California in the United States of America.

16. *U.S. Government Contracts:* If the products to be furnished under the contract are to be used in the performance of a U.S. Government contract or subcontract, the Government contract number and a statement to that effect shall appear on Buyer's purchase order. If Buyer's purchase order includes all of said information and if said order is accepted in writing by an authorized officer of AWI with knowledge of said information, then those clauses of the applicable Government procurement regulations which are

mandatorily required by Federal statute or regulation to be included in this contract (and only such mandatory clauses) shall be incorporated herein by reference provided, however, that in the case of items to be delivered hereunder that constitute "Commercial Items" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), no such clauses set forth in the Government procurement regulations other than FAR 52.232-33, FAR 52.232.34, and those set forth in Paragraph (e) of the clause set forth at FAR 52.212-5 shall be incorporated in and apply to this contract, and provided, further, that in no event shall this contract be deemed to incorporate by reference any clause set forth in the Government procurement regulations that would in any way impair or diminish AWI's rights and prerogatives under Paragraphs 8, 9, 11 or 12 hereof.

17. *Export:* Regardless of any disclosure made by Buyer to AWI of an ultimate destination of AWI products, Buyer will not export either directly or indirectly any AWI product, or any system incorporating said product, without first obtaining all required licenses and permits from the United States Department of Commerce and any other relevant agencies or departments of the United States government.

18. *Assignment:* The contract shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. The contract is personal to Buyer, and Buyer may not assign any of its rights or delegate any of its obligations, in whole or in part, without the prior written consent of AWI which may be withheld for any reason.

19. *Complete Agreement; Modifications:* This contract constitutes the entire agreement between the parties relating to the sale of the products described on the face hereof and no addition to or modification of any provision of said agreement shall be binding upon AWI unless made in writing and signed by an authorized officer of AWI.

20. *Notices:* All notices given under the contract shall be in writing, mailed by first class mail, certified or registered, delivered by overnight courier service or delivered by hand to the address of the other party set forth in the quotation or to such other address as such party may designate from time to time by such notice, and shall take effect (a) when mailed, (b) when delivered to the courier service or (c) when received if delivered by hand.



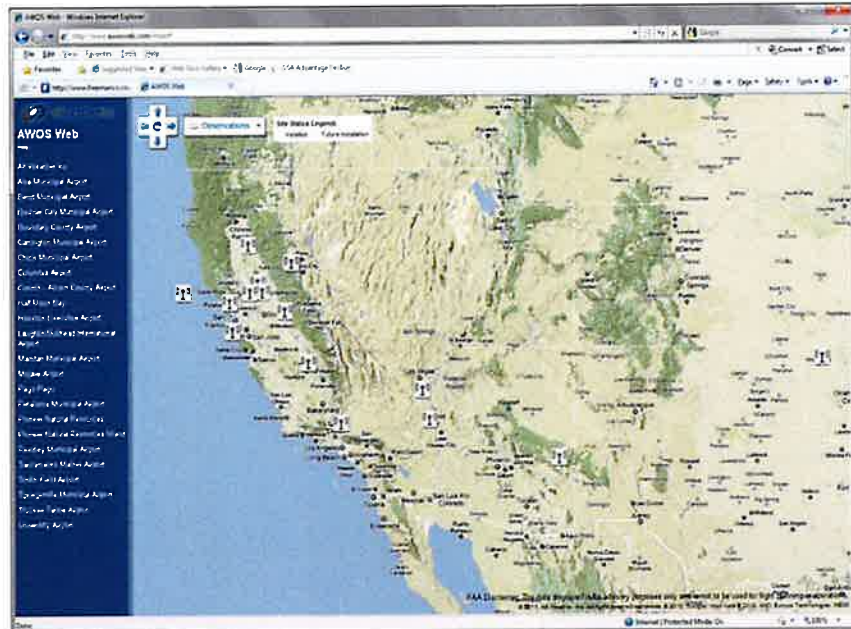
NADIN

National Airspace Data Interchange Network

allweatherinc

OVERVIEW

The National Airspace Data Interchange Network (NADIN) is the means by which official aviation weather information is transmitted for AWOS systems around the U.S. to the FAA and NWS, and then to third party weather sources which include Flight Service, Air Traffic Control, WSI, Meteorologix, DUATS, the Weather Channel and other internet based weather sources. An AWOS-generated METAR message is transmitted from the AWOS to NADIN. The METAR message is a meteorological Aviation Report used typically for flight planning and input into ATIS systems, but can also be used for local weather reporting as well. AWI has its own secure data link to the NADIN and its own certified hardware solution.



AWOS WEB

This web-based product pulls together weather and system information from any AWI AWOS around the globe. The information is graphically displayed on a map of the area of interest. This powerful software product now allows users to quickly view any series of AWOS systems weather information for improved flight planning, and with a security logon, can view system and sensor status from each station, thus improving maintenance information and repair timing. For a sample, please view: www.awosweb.com.



DISPLAYS

NADIN/AWOS NET SPECIFICATIONS

Parameter	Specification
Operating Temperature	32 to +122°F (0 to +50°C)
Storage Temperature	-40 to +140°F (-40 to +60°C)
Humidity	Non-condensing
Supply Voltage	5 V DC via micro USB connector 110–240 V AC adapter included with some models
Power Consumption	12.5 W
Processor	1.2 GHz Broadcom BCM2837
Memory	1 GB RAM
Storage	microSD port for OS
USB	4 ports, USB 2
Ethernet	10/100 Base-T
Video Output	HDMI VGA adapter included with some models
Status Light	Power and Activity
Enclosure	Powder-coated aluminum

ORDERING INFORMATION

Part Number	Description
NADIN	AWI NADIN Equipment
NADINSVC	NADIN annual service



allweatherinc www.allweatherinc.com

All Weather Inc.
1065 National Dr., Suite 1
Sacramento, CA 95834

Phone: 916-928-1000
USA Toll Free: 800-824-5873
Fax: 916-928-1165

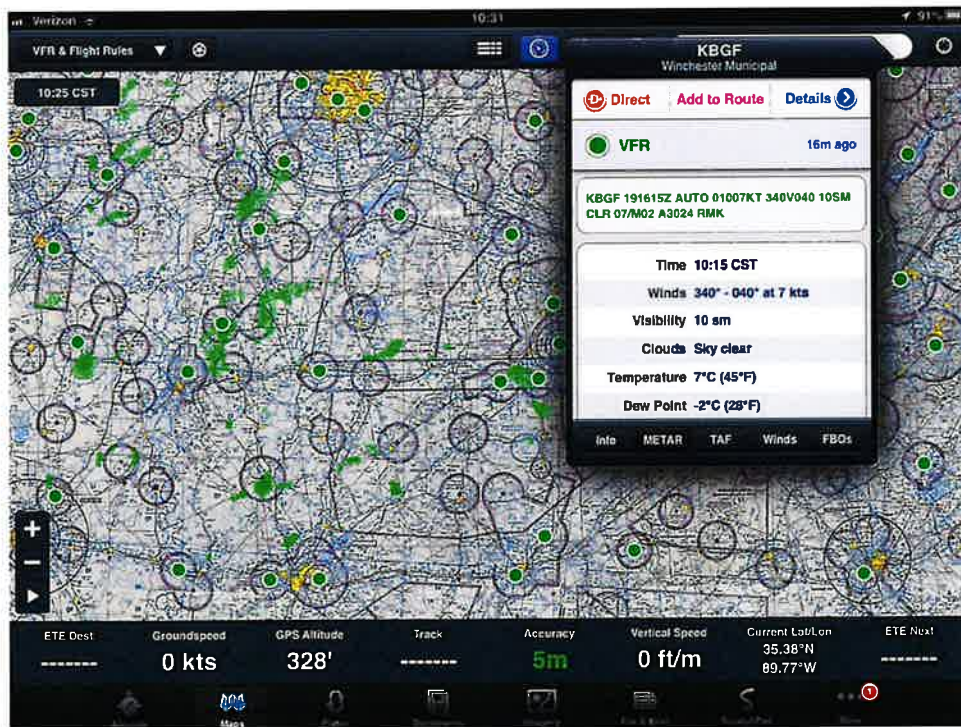
Rev. F 01/2019



Remote Systems Integration POB 1260 Millington, TN 38083 (800) 261-1774 info@remotesys.com

What is RSINet?

- **RSINet sends your AWOS METAR reports to the FAA and National Weather Service 3 times per hour, delivering your AWOS data to FAA ATC and Flight Service facilities nationwide and more. RSINet is an FAA approved service of Remote Systems Integration, providing AWOS installation and maintenance for over 20 years.**
- **Having your weather data available allows for better flight planning and decision making by pilots, and makes your airport more attractive for traffic.**
- **Your airport's weather data will appear on the internet, DUATS and commercial weather data providers. iPad and Smartphone apps and cockpit weather systems will now have your airport weather. This screenshot from the ForeFlight® iPad app below shows green VFR designators and reports at airports with an AWOS on the network. If your airport is not on the network, your AWOS is unavailable to these systems.**



RSINet Technology and customer service: Making it simple.

- **RSINet requires only a small network interface on-site. It can easily be installed by you or your AWOS technician. No big satellite dishes, no additional phone lines or computers. All RSINet needs is power. RSINet does NOT connect to your internet service or phone lines. RSINet is compatible with all AWOS systems currently in service, and technical assistance for you and / or your AWOS tech is free.**
- **If the RSINet network equipment fails for any reason, we'll replace it at no cost throughout the life of the service. No catches. True 24 hour telephone support is available. We also archive 5-minute reports from your AWOS. As an RSINet subscriber, that data is free to you for the asking.**
- **RSINet is state of the art technology, with full remote diagnostic capabilities.**



The RSINet interface is small, reliable, and requires no maintenance.

If the RSINet interface ever fails, we will replace it free for the life of the contract.

RSINet comes with true 24/365 Live customer and tech support

All Weather Inc
 1065 National Dr, Suite 1
 Sacramento CA 95834



Original

SALES QUOTATION

Document Number
6680594

Document Date Page
03/02/2021 1/2

Customer No.
ORLEXIK9S997836

Your Reference
Nadin / Bearing Kit

Payment Terms
Prepaid

Your Contact
Barbara Baca

cs@allweatherinc.com

Delivery Address
Morrow County Public Works
 365 W. Highway74
 Lexington OR 97839

Morrow County Public Works
 PO Box 429
 365 W. Highway74
 Lexington OR 97839

Description	Quantity	UoM	Price	Total	Currency: \$
001 NADIN Hardware, AWI AWOSNET Feature Item Code: NADIN	1	Each	760.0000	\$760.00	
<i>one time cost →</i>					
301 NADIN Service Annual Fee, AWI Item Code: NADINSVC	1	Each	720.0000	\$720.00	
<i>Yearly →</i>					
002 Bearing Maintenance Kit, 2030 Item Code: M408144	1	Each	101.0000	\$101.00	
<i>Not a Part -</i>					
004 Package and Handling - Does Not Include Freight Item Code: <u>Pkg & Handling</u>	1	Each	15.0000	\$15.00	
005 FedEx freight will be added to invoice.					

Tax Details				Quotation Subtotal:	\$ 1,596.00
Tax Code	Tax %	Net	Tax	Total Before Tax:	\$ 1,596.00
				Total Tax Amount:	\$ 0.00
				Total Amount:	\$ 1,596.00

Additional Expenses Shipping Type:

Quotation Valid Until: 04/02/2021



Original

Document Number

6680594

SALES QUOTATION

Document Date

03/02/2021

Page

2/2

Currency: \$

PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number (when applicable).

The All Weather Inc. Standard Terms of Sales are incorporated herein by reference .

Purchaser: _____

Billing Address: _____

E-Mail Address: _____

Signature: _____

Title: _____

Purchase Order No: _____

Ship to Address: _____



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

(For BOC Use)
 Item #
 7b

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
 Department: Public Works - Road Dept. Requested Agenda Date: 03/24/2021
 Short Title of Agenda Item: **Road Committee member appointment**
 (No acronyms please)

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input 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:

[Signature] 3/16/2021 Department Head Required for all BOC meetings
DATE

[Signature] 3/22/21 Admin. Officer/BOC Office Required for all BOC meetings
DATE

_____ County Counsel *Required for all legal documents
DATE

_____ Finance Office *Required for all contracts; other items as appropriate.
DATE

_____ Human Resources *If appropriate
DATE

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Road Committee has a nine-person committee with alternates. Public Works is working to fill vacant spot, looking to the future appointments expiring and filling some positions. Holding Committee meetings once or twice a year challenges us to keep updated. Attached you will find the application from the individuals wishing to be on the committee.

Representing lone area is Bob Gate and three-year term and expiring on March 24, 2024
Representing An alternate Heppner Area is Kyle Robinson and Gerry Arnson three year term expiring on March 24, 2024. Only one represents.
Representing Lexington area is Brian Thompson for a three year term expiring on March 24, 2021

Please see member list and geographical area representation.

2. FISCAL IMPACT:

N/A

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

Motion to accept Bob Gates for a 3-year term for representation of the lone area expiring on 3/24/2024
Motion to accept Brian Thompson for a 3-year term representation for Lexington are expiring on 03/24/2024.

Motion to accept either Kyle Robinson or Gerry Arnson for a 3-year term an alternate representing Heppner area expiring 03/24/2024

Attach additional background documentation as needed.

- Road Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
Boardman	Kevin Kennedy		3 YEARS	1/1/2016	January 1, 2022
		VACANT	3 YEARS		
Irrigon	Gregory Barron		3 YEARS	1/13/2021	January 13, 2024
		VACANT	3 YEARS		
Heppner	Cam Sweeney		3 YEARS	1/13/2021	January 13, 2024
		Gerry Arnson	3 Years	3/24/2021	March 24, 2024
Lexington	Brian Thompson		3 YEARS	3/24/2021	March 24, 2024
			3 YEARS		
Ione	Bob Gates		3 YEARS	3/24/2021	March 24, 2024
		Vacant	3 YEARS		
South County	Frank Osmin		3 YEARS	12/2/2020	December 2, 2023
		Kim Cutsforth	3 YEARS	12/2/2020	December 2, 2023
North County	Karen Pettigrew		3 YEARS	2/7/2018	February 7, 2021
		VACANT	3 YEARS		
South Co. At Large	Joe McElligott		3 YEARS	12/2/2020	December 2, 2023
		Bob Nairns	3 YEARS	12/2/2020	December 2, 2023
North Co. At Large	Aaron Pamquist		3 YEARS	1/13/2021	January 13, 2024
		Luke Maynard	3 YEARS	1/16/2019	January 16, 2022

VACANT
EXPIRED
DUE SOON

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: 1-5-21

Name: Robert J. Gates

Address: IONE OREGON

Mailing Address: PO Box 1

IONE OREGON 97643

E-mail Address: _____

Telephone: Work: _____

Cell: _____

Home: 541- _____

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

Area of Representation: South County
Boardman, Irrigon, Heppner, Lexington, Lone South County, North County
South County at Large, North County at Large or any position as an Alternate

Name: Robert J. Sotes

Occupation: Retired Road worker

Availability: Both
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

I believe I can help.

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

43 years working on Morrow County roads.

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

I am a good listener. I usually had a good relationship with the farmers and ranchers. But not always.

Road funds are dedicated funding defined by state statute and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

my experience is knowing the south end roads well and how much traffic and what kind of traffic is on them.

Morrow County Public Works Department

365 W. Highway 74

Matt Scrivner

Eric Imes

P.O. Box 428

Director

Asst. Road Master

Lexington, OR. 97839

Phone: (541) 989-9500

Sandi Pointer

Kirsti Cason

Fax: (541) 989-8352

Management Asst.

Administrative Asst.



Application for Morrow County Committee

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

Date: 3-1-21

Name: Brian Thompson

Address: _____

Mailing Address: Happner
97836

E-mail Address: piopieragproducts@gmail.com

Telephone:
Work: _____
Cell: _____
Home: _____

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

Area of Representation: Lexington
*Boardman, Irrigon, Heppner, Lexington, Lone, South County, North County
South County at Large, North County at Large or any position as an Alternate*

Name: _____

Occupation: _____

Availability: _____
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

SECOND term

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

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

Road funds are dedicated funding defined by state statute and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
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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: 1/30/21

Name: Kyle Robinson

Address: [Redacted] Heppner

Mailing Address: SAME

E-mail Address: robinson.kyle.kr@gmail.com

Telephone:
Work: [Redacted]
Cell: 5 [Redacted]
Home: 5 [Redacted]

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

Area of Representation:

Heppner
Boardman, Irrigon, Heppner, Lexington, Lone, South County, North County
South County at Large, North County at Large or any postion as an Alternate

Name:

Kyle Robinson

Occupation:

Rancher

Availability:

both
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

I would like to have input on the established priorities for the public works dept. & to see if it works or may need changes.

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

On separate projects I have worked with two different engineers to construct roads & drainage for development areas. As we have constructed and provided maintenance on these roads I have experience in these areas.

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

I have served on several committees as a board member or officer, with that experience I understand how to utilize input to accomplish tasks & make future plans.

Road funds are dedicated funding defined by state statute and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

As previously stated I have served on boards & committee's, Budgeting & scheduling of all activities are an important part of the process.

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

Sandi Pointer
Management Asst.

Eric Imes
Asst. Road Master

Kirsti Cason
Administrative Asst.



Application for Morrow County Committee

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

Date: 3-9-21

Name: GERRY ARNSON

Address: _____

Mailing Address: _____ Rd

E-mail Address: GARNSON@CENTURYTEL.NET

Telephone:

Work:

Cell: 509 760 2290

Home: 541 676 8047

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

Area of Representation: HEPPNER

Boardman, Irrigon, Heppner, Lexington, Lone, South County, North County

South County at Large, North County at Large or any position as an Alternate

Name: GERRY ARNSON

Occupation: Retired

Availability: _____
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

TO HELP OUR COMMUNITY
AND MAKE THINGS BETTER FOR
FUTURE GENERATIONS

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

Logging - Road building

27 YRS WITH LES SCHWAB TIRE

STORE MANAGER & ZONE MANAGER

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

I SERVE ON 3 OTHER BOARDS

Road funds are dedicated funding defined by state statute and is prioritized by road classification to determine work schedules and allocations: Please explain your experience in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

January 13, 2018

Morrow County Commissioners &
Morrow County Road Committee
PO Box 428
Lexington, OR 97839

To Whom It May Concern:

I am submitting a letter of interest to serve as an alternate on the Morrow County Road Committee.

I am retired and my experiences included logging, road building and Les Schwab Tire Store Manager and Zone Manager. It is my desire to use my business skills (such as budgeting, problem solving and decision making) to help our community and make things better for future generations.

Sincerely,

Gerald (Gerry) Arnson
57661 Meadowlark Rd
Heppner, OR 97836
541-676-8047

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 Committee has a seven person committee with alternates. Public Works is working to fill vacant spots, Attached you will find the application from the individual wishing to be on the committee.

Representing as an alternate for the Pilot representation we have Andrew Kilgore that is interested in this position. Please find his application attached along with the current listing of members.

2. FISCAL IMPACT:

N/A

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

Motion to accept Andrew Kilgore as an alternate position representing a pilot for a three-year term on the Airport Advisory Committee

Attach additional background documentation as needed.

- 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	Heppner Chamber		3 years	January 1st, 2020	December 31st, 2020	December 31st, 2023
Tenant/Pilot	VanArsdale, Barbara		3 years	January 1st, 2020	December 31st, 2021	December 31st, 2024
		Andrew Kilgore	3 years	3/24/2021	March 24, 2021	
Member @ Large Co.	Seitz, Wayne		3 years	January 1st, 2020	December 31st, 2021	December 31st, 2024
Business User	Boyer, John	Wood, 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				

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: 2/18/21

Name: Andrew Kilgore

Address: 3chp, OR 97826

Mailing Add _____

E-mail Address: akilgore8498@gmail.com

Telephone:
Work: _____
Cell: _____
Home: _____

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

Name: Andrew Kilgore
Occupation: AG Pilot
Availability: yes

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

Have a vested interest in aviation & work from Lexington airport.

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

Small business owner 9 years
Ag Aviation business

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

working from the Lexington ag pit.
Aviation enthusiast.

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

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

Renew Law Enforcement Services contract with the City of Heppner for Fiscal Year 2021-2022.

2. FISCAL IMPACT:

Income of \$183,150.28 for fiscal year 2021-2022 for Law Enforcement Services, plus a new patrol vehicle purchased by the City of Heppner, to be on a three-year replacement schedule, after which, vehicle would go to City of Heppner. (See contract for details)

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

Suggest approval and signing of contract.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2021, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Heppner, "City."

RECITALS

1. The City of Heppner desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled including enforcement of all City code provisions. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Heppner. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.

2. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.

3. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 205.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

1. Sheriff and County agree to provide law enforcement, health and safety protection and services in the following particulars as described below:

a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide. The Police service will also encompass the enforcement of City Ordinances.

b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 80 hours per week of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and

non-directed vehicular or on-foot pages through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. For that reason, if a deputy is off due to vacation or sick leave during the period when they are scheduled to work the Heppner contract, it will be handled in the same fashion. The impact on patrol time under this contract due to training, vacation, and/or sick leave will be no greater than the City experience in the past with its own police force.

c. The Heppner deputies assigned to fulfill the terms of this agreement shall be assigned to work in an area that encompasses a 3-mile radius from the intersection of Hwy 207/206/74 unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The Heppner deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aide or emergency situations. In the case of emergencies or in situation where the Heppner deputy must leave the Heppner patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.

d. The Heppner deputies will be available to enforce all City ordinance and code provisions. Coordination for code enforcement shall be arranged between the City Manager and the Sheriff's office. A program will be developed for directing citizen calls and concerns so the deputies cover calls and emergencies.

e. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

f. The City through the City Manager and the Sheriff working through an assigned departmental liaison will collaborate to develop programs and enforcement policies for the Heppner deputies to implement. The programs and policies will be primarily developed by the Heppner Council through recommendations from the Heppner Police Commission. The City welcomes and will always consider the input of the Sheriff's liaison and deputies in the development of City programs and enforcement policy affecting this contract. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met.

- g. The Sheriff will rotate deputies who are assigned to the City.
 - h. The City Manager shall be authorized to request special or emergency patrols or response by the Sheriff.
 - i. The Heppner deputies shall serve civil process issued by the City (for example, nuisance summons) within the City limits as part of their duties.
2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff. The Sheriff and the City Manager will work together to address issues of substandard performance and behavioral concerns of deputies brought to the City.
 3. For purposes of performing under this contract, County and Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
 4. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above, including the full power and authority to arrest for violations of municipal code and ordinances.
 5. All persons employed in the performance of services and functions pursuant to this agreement shall be County employees, and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
 6. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
 7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
 8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the County performing under this agreement.

9. This agreement shall be effective the first day of July, 2021 and run to June 30, 2022 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30. The agreement shall be reviewed and renewed for the next fiscal year on or before March 1 of the current fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$ 183,150.28 per fiscal year. The 2021-2022 budget year requires the purchase of a patrol vehicle (Dodge Charger, Durango, Ram 1500, Ram 2500). The cost of the vehicle is not included in the above contracted amount for services. The vehicle will be selected by the City of Heppner, purchased by Morrow County and invoiced to the City of Heppner. The patrol vehicle estimated cost is \$26,500-\$33,000, depending on the vehicle selected. Payment is to be made on the following basis: October 1, January 1, April 1 and June 30. The rate of consideration shall not be changed unless the County gives the City intent to do so by March 1 of the fiscal year. The Sheriff's/Heppner operation budget for vehicles is based on a three (3) year replacement and depreciation schedule. The City will purchase patrol vehicles in accordance with the Counties schedule as outlined in the yearly budget statements. When these vehicles have reached the end of their rotation, they will be turned over to the city to utilize or dispose of at the City's discretion.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.

14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

**MORROW COUNTY
BOARD OF COMMISSOINERS**

CITY OF HEPPNER

_____/_____
Melissa Lindsay, Commissioner Date

_____/_____
Heppner City Mayor Date

_____/_____
Donald Russell, Commissioner Date

_____/_____
Heppner City Manager, Date

_____/_____
Jim Doherty, Commissioner Date

Kenneth W Matlack 03-22-21
_____/_____
Kenneth W. Matlack, Sheriff Date



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

(For BOC Use)
Item #
Te

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 3/24/2021

(No acronyms please) 2021 Employee Handbook & Policies

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

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel *Required for all legal documents
DATE
Finance Office *Required for all contracts; other items as appropriate.
DATE
Lindsay Grogan 3/18/2021 Human Resources *If appropriate
DATE *Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Review of the new Employee Handbook and Personnel Policies.

This handbook was a template from CIS Risk Management and was designed with Public Government in mind. From CIS, "As a general matter, your handbook should be reviewed on an annual basis for updates in the law, consistency with your organization's practices, and overall accuracy. Generally speaking, the policies included in the Sample Employee Handbook address those employment laws or issues that CIS believes every employer should include in its respective employee handbook or personnel rules. This Sample Employee Handbook should not, however, be a total substitute for your organization's existing employee handbook or personnel rules. Your organization may choose to have policies on matters that are not included here. Some of the policies in this sample, as written, may not be a good fit, either. They may not necessarily reflect your organization's personnel rules, policies, practices, or culture. "

The current Personnel Policies book was combined with the CIS template in order to accurately reflect Morrow County's policies with language regarding new standards and legalities.

The content within this handbook will have comments that illustrate whether the section is NEW or EDITED from the existing personnel policies.

2. FISCAL IMPACT:

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

Review, discussion, and potential approval of the 2021 Employee Handbook and Policies.

Attach additional background documentation as needed.



Morrow County
Employee Handbook
& Policies

Effective: March 2021

Welcome!

Welcome to Morrow County, we're glad to have you on our team. We believe that our employees are our most valuable assets. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with Morrow County, you will become a productive and successful member of Morrow County's team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between Morrow County and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of Morrow County with or without prior notice. This handbook supersedes any prior handbooks or written policies of Morrow County that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this employee handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between Morrow County and its employees. With the exception of employees who are subject to a collective bargaining agreement, all employment at Morrow County is "at will." That means that either you or Morrow County may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of Morrow County has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by Morrow County (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the Human Resource Director.

Sincerely,
Human Resources
Morrow County

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Commented [A2]: Will update TOC and page numbers when document is finalized.

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Commented [A3]: All new policies in this section. Standard – Provided by CIS. CANNOT CHANGE

I. Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with Human Resources at any time if they have questions relating to the issues of harassment, discrimination or bullying, or what it means to work in a respectful workplace.

A. No-Discrimination, No-Retaliation Policy

Morrow County provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. Morrow County also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

Morrow County's commitment to equal opportunity applies to all aspects of the employment relationship; including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. Statement Regarding Pay Equity

Morrow County supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which Morrow County pays wages or other compensation to other employees for work of comparable character, are encouraged to discuss the issue with the HR Director.

See also "Statement Regarding Pay Practices" policy, below.

C. No-Harassment Policy

Morrow County prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, volunteers and interns right to work in a harassment-free workplace. Specifically, Morrow County prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the HR Director, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during Morrow County–related or –sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of Morrow County's employees. *Such harassment is prohibited whether committed by Morrow County employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).*

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

- Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

Morrow County policy also prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility toward an individual because of that individual's protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on Morrow County property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

Complaint Procedure

Employees, volunteers or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the HR Director, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voicemail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with Morrow County's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the Morrow County complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although Morrow County cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against Morrow County, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove

harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

Protection Against Retaliation

Morrow County prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the HR Director or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Resources Available to Employees

Morrow County provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in Morrow County's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to www.cascadecenters.com. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

Morrow County cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

Morrow County is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation, and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires Morrow County to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with Morrow County regarding his/her experience and/or employment status, the employee should contact the HR Director. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If Morrow County and employee do reach an agreement, Morrow County will not require an employee to enter into a nondisclosure agreement (which would prohibit the

employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about Morrow County or making comments that would lower Morrow County in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that Morrow County and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

- **No-Bullying Policy**

Morrow County strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. Morrow County, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed toward an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

- **Disability Accommodation Policy**

Morrow County is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Accommodations

Morrow County will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operations of Morrow County.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, Morrow County) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations or training materials provided by Morrow County, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

- **Pregnancy Accommodation Policy**

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact the management team or the HR Director to discuss their options for continuing to work and, if necessary, leave of absence options. Morrow County will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on Morrow County's operations.

Although this policy refers to "employees," Morrow County will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties, should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with a member of the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist Morrow County and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

No Discrimination, No Retaliation

Morrow County prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by Morrow County; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use FMLA if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of Morrow County. Also, no employee will be denied employment opportunities if the denial is based on the need of Morrow County to make reasonable accommodations under this policy.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should be aware of their leave of absence options under the Family Medical Leave Act FMLA.

• Reporting Improper or Unlawful Conduct — No Retaliation

Employees may report reasonable concerns about Morrow County 's compliance with any law, regulation or policy, using one of the methods identified in this policy. Morrow County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by Morrow County;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of Morrow County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, Morrow County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of

a public body, with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Employee Reporting Options

Employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If the employee is not comfortable speaking with their supervisor, or is not satisfied with the supervisor's response, they are encouraged to speak with the HR Director or County Administrator. Supervisors and managers are required to inform the HR Director or County Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If Morrow County were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of Morrow County's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with Morrow County; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

Morrow County will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by Morrow County policy).

In addition, Morrow County prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no Morrow County employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. Morrow County may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his/her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if Morrow County determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

II. Employment Relationship

A. Employee Orientation

The orientation of a new employee is an important step in acquainting an individual with his/her work station, job duties and co-workers. It is also an appropriate time to communicate to the new employee important information about department expectations, County policies, and methods of operation. The employee's immediate supervisor is responsible for orienting the new employee, with assistance from the Human Resource and Finance Department. An Orientation Checklist has been designed to help the supervisors with this procedure. The completed checklist must be filed in the employee's personnel file.

B. Probationary Period

All new employees in the salary range of 10 or below, including current employees who are promoted or transferred within Morrow County, are hired into a probationary training period that lasts no less than 6 months. Employees in range 11 or higher will serve a probationary period of 12 months. The probationary period is an extension of the employee selection process. During this period, the employee is considered to be in training and under observation and evaluation by his/her manager. Evaluation of the employee's adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the probationary period. This period gives the employee an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if the employee's knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for the employee to decide if Morrow County meets his/her expectations of the employer.

Employees who are promoted or transferred to another position shall serve a new probationary period in the new position. During a promotional probationary period, the promoted employee may be demoted at any time without appeal, provided that the probationary employee is reinstated in the position from which he or she was promoted, even though this may necessitate the layoff of the employee occupying the position.

At or before the end of the probationary period, a decision about the employee's employment status will be made. Morrow County will decide whether to: (1) Extend his/her probationary period; (2) Move him/her to regular, full-time or regular, part-time status; or (3) Terminate his/her employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both the employee and Morrow County may terminate the

employment relationship during the probationary period for any lawful reason. Further, completion of the probationary period or continuation of employment after the probation period does not entitle the employee to remain employed by Morrow County for any definite period of time. Both the employee and Morrow County are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

C. Employment of Relatives/Family Members

~~Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, Morrow County will hire relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative, and b) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.~~

~~If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the HR Director. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department Director and the HR Director.~~

~~"Family member" is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).~~

~~Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at Morrow County subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.~~

~~All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor, or Human Resources. The employees and Morrow County will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is~~

not made within 30 days. Morrow County will make the final decision, based on the County's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by Human Resources. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

D. Employee Classification

Morrow County classifies employees as follows:

1. **Regular Full-time:** Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in Morrow County's benefit programs.
2. **Regular Part-time:** Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are only eligible for benefits for those working 20 hours or more a week.
3. **Temporary:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time but the duration of employment may not exceed 6 months or 1040 hours. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all Morrow County rules and procedures.

E. Civic Duty Volunteerism

It is the policy of Morrow County to support employees who desire to participate in civic activities.

Whenever County operations would not be unduly interrupted, supervisors will normally authorize an employee to be excused from work to engage in emergency volunteer services such as firefighting, ambulance drivers, emergency medical technicians (EMTs), search and rescue, Red Cross, etc. Such absences shall be authorized only for employees with a bona fide affiliation to the emergency provider and only for actual emergency events and not for routine meetings, training or other non-urgent occasions.

Further, employees may elect to continue being paid while engaged in these non-County activities if they wish to apply any of their accrued paid vacation leave to their period of absence from work. Any application of paid time may only be for the period of time the employee is absent from their normal work day. Notwithstanding the above, the

use of paid vacation time for the purposes of this section shall in no event result in the accumulation of overtime.

F. The Workweek

The established workweek is from 12:01am Monday to 12:00 midnight, Sunday. The regular hours of work each day shall be consecutive except for a lunch period. The regular workweek shall consist of no more than 5 consecutive days. The hours of work for individual positions shall be determined by the department head to meet the needs of the department.

Commented [A4]: EDITED POLICY – Article 3 Page 1

G. Flex Time

By voluntary mutual agreement between the employee and supervisor an alternative to the regularly scheduled day or work week may be worked. A "flexed" schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or several days. A flexed schedule will not, however, change the total number of hours worked in the Fair Labor Standards Act FLSA established weekly work period (40) for the affected employee. A flexed work schedule shall not result in the payment of overtime unless the total number of hours worked in the week exceeds 40.

H. Meal Periods and Rest Breaks

Each employee shall be allowed an uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible.

All employees shall be granted a 1-hour unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. The meal period shall normally be taken between 3 and 5 hours after the start of the work shift. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his/her supervisor before the end of the shift so that Morrow County may pay the employee for that work.

Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to start work late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact their supervisor.

Commented [A5]: New table entered for convenience.

Length of Work Period	Requirement	
	Rest Breaks	Meal Periods

2 hours or less	0	0
2 hours & 1 minute – 5 hours & 59 minutes	1	0
6 hours	1	1
6 hours & 1 minute – 10 hours	2	1
10 hours & 1 minute – 13 hours & 59 minutes	3	1

Commented [A6]: New Policy – Required by law

I. Rest Breaks for Expression of Breast Milk

Morrow County will provide reasonable rest periods to accommodate an employee who needs to express milk for her child 18 months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, or if the employee is exempt from overtime laws, the employee is entitled to take a reasonable period each time the employee has a need to express milk.

Morrow County will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time Morrow County is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, Morrow County may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. Morrow County will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

Morrow County will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, Morrow County will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice

An employee who intends to express milk during work hours must give their supervisor reasonable oral or written notice of her intention to do so, in order to allow Morrow County time to make any preparations necessary for compliance with this rule.

Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

J. Transfers

An employee requesting transfer from a position in one department to a position in a different department shall apply in the manner provided in the advertisement or posted job announcement. It shall be the employee's choice whether to inform their current department head of the application. If the application is successful, the employee will give the current department head the customary two-week notice before assuming their new position, unless some other time frame can be mutually agreed upon between the two affected department heads.

An employee requesting transfer from one classification to another may not be considered for the transfer if he/she does not possess the minimum qualifications for the new classification.

When an employee transfers to a different position in the same pay range on the salary scale, the rate of pay will remain the same. For transfers to a higher classified position, see promotions. For transfers to lower classified positions, see voluntary demotions below.

K. Promotions

It is the County's policy to encourage and promote the professional growth of each employee. Therefore, the County encourages employees to apply for promotions to positions for which they are qualified. Promotions shall be based on the ability, qualifications and potential of candidates for the position.

The appointing power may recruit both current employees and applicants from outside the County service to insure the selection of the most qualified and appropriate person to fill a position. The appointment to fill a vacancy in a management position may be made either by promotion from within the department or on a competitive basis utilizing outside sources.

When an employee is promoted, they will be paid at the first step of the new pay range that provides for an increase in pay. Step increases thereafter shall be based on the anniversary date of the promotion.

L. Demotions

A demotion is an appointment of an employee from a position in one class to a position in another class having a lower salary range. Demotions may occur for the following reasons:

Involuntary

The demotion of an employee which may be instituted as a disciplinary action. Involuntary demotions for cause or performance related problems will result in placement at the next lower step on the salary scale

Voluntary

A demotion requested by an employee where the action is entirely voluntary on the part of the employee and not taken for disciplinary reasons. If an employee is voluntarily demoted (applies for and accepts a position in a lower salary range) the employee shall be paid at the same longevity step of the lower salary range.

M. Reductions in Force (Layoffs)

The County may lay off an employee due to changes in duties; reorganization of positions; elimination of a position or service; lack of work; shortage of funds; or other cause which does not reflect discredit on the service of the employee.

A reasonable effort will be made to integrate employees subject to the layoff into other departments, if vacancies exist.

In determining the order of the layoff, the decision shall be based on a combination of considerations including, but not necessarily limited to, the specific qualifications and skills required in the work to be performed following the layoff, job performance, and seniority.

Upon a layoff, the County shall cease to pay for any benefits, but the employee may [opt for continuation of benefits through COBRA at their own expense pay for group coverage of health benefits under COBRA](#) in accordance with current state and federal law.

Employees re-employed with the County within 18 months of the layoff will retain their seniority and longevity placement on the appropriate pay scale. Time away from the job will not be counted toward seniority/longevity, but will begin accruing again at the time of rehire.

~~The employee on a layoff will have the option of cashing in all accrued vacation leave while on layoff status or leaving the vacation accruals intact for the return to work. Accrued sick leave may not be cashed in. No leave, whether paid or unpaid, may be retained for longer than one year. If an employee remains on layoff status for longer than one year, accrued vacation leave shall be paid out.~~

N. Working Out of Class

In the event of a prolonged absence of a department head, an employee may be called upon to assume some of the department head's duties in addition to their regular duties. Whenever these occasions extend for a period of time beyond one month, it is appropriate to consider temporary additional pay to compensate for any additional responsibilities that the employee may be required to undertake.

The Board of Commissioners BOC will decide based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working out of class". The employee who is selected to temporarily work out of class will receive a one-step pay increase while filling the position. Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

The BOC will make the determination on a case-by-case basis whether the temporary pay increase should be retroactive to the date of the absence of the affected department head, based upon when the additional responsibilities were assumed by the employee, budgetary constraints, and other appropriate considerations.

O. Employee-Incurred Expenses and Reimbursements

Morrow County will pay actual and reasonable business-related expenses incurred by an employee in the performance of his/her job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by the supervisor/manager before they are incurred. Morrow County will not pay for or reimburse the costs incurred by a spouse, registered same-sex domestic partner or travel companion who accompanies the employee on Morrow County-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting his/her payment or reimbursement.

P. Travel Policy

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals, and method of transportation most economical to the County.

Transportation & Mileage

Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience, or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the workplace is not reimbursable for employees. Mileage will normally be claimed from an employee's workplace. Travel may be requested from an employee's home, rather than from the workplace if it is economically beneficial to Morrow County.

Commented [A7]: Labor Attorney, B Bischoff, states " If an employee is WOOC in a Supervisory capacity, they get the Supervisor's pay scale.
May want to change our current language?

Also, nothing set for those picking up additional duties for those beneath them (such as an administrator acting as interim dept head) (would also then pertain to directors filling in for their employees)

Commented [A8]: New policy implemented 2019

Travel of employees on official business shall whenever possible and practical, be by County-owned vehicle. Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions, if travel has been approved and budgeted by that board or commission. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee, ~~or~~ board, or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employee's liability for accident or injury.

Employees will be reimbursed for authorized use of their personal vehicles at the rate established by the Internal Revenue Service if there is not a County vehicle available. Employees who have a County vehicle available to them and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by Morrow County. If two or more employees ride together, only one may be reimbursed for mileage.

Commented [A9]: Added from previous Travel Policy

Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the County Administrator and with no further approval required.

Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner.
- It is for continuing education or accreditation required for a professional license or certification an employee must maintain and no comparable programs are available in-state or are not provided in-state in a timely manner.
- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association.
- It is for the furtherance of Morrow County interests before other government agencies with legislative or financial control over matters expected to impact Morrow County.

Use of private or rental airplanes must be authorized by a member of the Board of Commissioners.

Commented [A10]: Should it be the full Board?

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class

of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all employee travel must be authorized by their Department Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to the County Administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

Vehicle Use

No personal use of County vehicles – Morrow County provides vehicles, either owned or leased by Morrow County, to employees for County business use except as authorized below:

- When the vehicles are not being used, they must be kept on the employer's premises, except when they are temporarily located elsewhere, such as for repairs or assigned to a Commissioner as defined in the Commissioner Vehicle Policy below.
- Employees may not use the vehicles for personal purposes except for de minimis use.

No personal use of County vehicles required to be used for commuting – The Morrow County Board of Commissioners hereby requires all of the employees listed below to commute to and from work in the following vehicles assigned to them:

- Marked police vehicles assigned to Sheriff Deputies.
- Unmarked law enforcement vehicles assigned to the Sheriff, Undersheriff, Detectives, District Attorney, and Deputy District Attorney (when acting as on-call counsel).
- Marked, specially equipped pickups assigned to the Public Works Director and the Assistant ~~Road Master~~ Public Works Director.
- Marked, specially equipped pickup assigned to the General Maintenance Supervisor, when due to inclement weather, the sanding or snow plow equipment is attached.

This policy hereby prohibits the employees listed above from any personal use other than commuting or de minimis personal use.

Commissioner Vehicle Policy

A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County owned facility or at the residence of the assigned Commissioner. If a County-owned vehicle is parked at the residence of a Commissioner, the Commissioner shall sign a written statement acknowledging that the vehicle will be used solely for business purposes. The Commissioner shall keep a record of each vehicle trip that details the date, purpose of the trip, and miles traveled in order to document that the vehicle was used solely for County business purposes.

Commented [A11]: Policy amended in 2019

Meals

Receipts for meals are required and must be attached to the claim form for reimbursement or payment. Receipts shall show the detail of services purchased or if not available, a written explanation by the employee can be attached. No more than a 15% gratuity will be reimbursed. Alcohol beverages are not allowable expenses.

Commented [A12]: From previously approved travel policy

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost of each meal should be clearly broken out.

When traveling outside of Morrow County, meal expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch, and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense.

Link to GSA rates; <http://www.gsa.gov/portal/category/100120>.

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement:

1. Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
2. Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
3. Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

When Traveling In County

Meal expenses will be reimbursed by the County only as provided in this section.

1. Directly Related. The meal is combined with the conduct of County business, County business is actually conducted during the meal period, and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
2. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

Lodging

Lodging costs are allowed when County business requires an overnight stay. Receipts for lodging are required and must be attached to the claim for reimbursement.

Travel Time

Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

Miscellaneous

Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for County business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

Elected Officials

Whenever a person is duly elected to fill the position of a County elected official but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies.

Any exceptions to the travel policy must be approved by the Board of Commissioners

Q. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping personnel records current with regard to pay, deductions, benefits and other matters is important. If an employee has changes in any of the following items, please notify Payroll/Human Resources in writing to ensure that the proper updates are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents/ [Beneficiaries](#);
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from Morrow County about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, Morrow County may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

Commented [A13]: New

R. Residency Requirement

Residency shall not be a condition of initial or continued employment. However, employees are encouraged to live within the County and to participate in civic affairs.

S. Personnel Files

Employee personnel files will be kept by Human Resources. All information contained in this file is confidential and will be kept in a secure location to which only the person responsible for maintaining the file has access. The contents of the Personnel File may be released only to those with a "need to know". The employee may review their own personnel file upon making a request to the HR Director, which review may be scheduled for a time that is convenient to both parties so long as it is not unreasonably delayed. The employee may also request a copy of anything in his or her own file. An employee may include a written statement of explanation or rebuttal to any performance appraisal material placed in their file.

Commented [A14]: Edited Policy, Removed the specific items that were listed as kept in the files

T. Performance Reviews

All Morrow County employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of his/her position is subject to disciplinary action (including termination).

Morrow County's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. For salaried exempt employees at step 11 or above on the management scale, they will be provided with an evaluation within one year after hire or promotion. After the initial evaluation, Morrow County will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

U. Job Classification

The purposes of a classification plan are:

- To provide the fundamental basis of the compensation program and other aspects of the personnel program.
- To provide like pay for like work.

- To establish Qualification standards for each class and a basis for recruiting, testing and other selection purposes.
- To provide managers with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individuals and groups of positions.
- To assist managers in determining personnel service costs and projections for annual budget requirements.
- To provide a basis for developing standards of work performance.
- To establish lines of promotional opportunity.
- To indicate employee training needs and development potential.
- To provide uniform and meaningful titles for all positions.
- To develop written descriptions, including performance criteria, for all classes.
- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

Titles and Job Descriptions - Each position shall have a job description that includes a concise description of the duties and responsibilities of the position. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.

Maintenance of Job Descriptions - Department Heads are responsible for notifying the HR Director of any material changes in positions. The HR Director will review the Job Description and the placement of the position on the pay scale according to the CLASSIFICATION ~~REVIEW-AND-PROCESS~~ [below](#).

New Positions - Only the BOC may authorize the addition of any new positions and allocate positions to an appropriate pay scale, based on the recommendation of the HR Director.

Appeals regarding the assigned pay scale may be submitted by the Department Head and shall be submitted within 30 days of written notification of the approval of the new position and the pay scale. Appeals shall be handled according to CLASSIFICATION ~~REVIEW-AND-PROCESS~~ [below](#).

Justifications of the need for the position including a description of the duties and responsibilities that are anticipated to be assigned to the proposed position are expected to accompany any request for a new position.

V. **Reclassification**

Positions may be reclassified whenever the duties of the position change significantly. See Classification Pross for the procedures to reclassify.

Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

Reclassification of a position shall also not be used as a reward for exceptional performance. Submitters must be mindful of reclassifying the position instead of the employee.

Reclassification will have the following effect on employee status:

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To a Higher Salary Range - When a position is reclassified to a class that carries a higher salary range and the incumbent meets the qualifications established for the class, the employee will serve the appropriate probationary period in the new class. If the incumbent does not meet the necessary qualifications, the rules governing transfer, demotion or layoff will apply.

To the Same Salary Range - When a position is reclassified within the same salary range, or there is a change in title or description that does not constitute an upgrading or down grading of the class, the incumbent will retain the same probationary or regular status in the new class. Any exception to this rule must be based on a finding that the new class requires knowledge, skills or abilities which the incumbent does not possess.

To a Lower Salary Range - When a position is reclassified due to an employee request that some responsibilities be transferred to other positions, it will be considered a voluntary reduction in duties and will result in a corresponding reduction in pay. When a position has been reclassified as a result of a reduction in duties and responsibilities for operational considerations, it will be considered an "involuntary" reduction in duties and will result in a wage freeze.

W. Classification Process

Initial Classification/Reclassification Process

Initial Classification

To begin the process for a new position, the position will be thoroughly defined through the completion of a job description. Attached to the job description shall be the FTE Ask Executive Summary document from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors: Mental, Physical, Social, Work Environment, and Accountability.

1. In order to establish an appropriate pay range, the Human Resource Director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method. A salary survey will also be conducted of counties of similar population. The Human Resources Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to wage, insurances, retirement, holidays, etc. All efforts to provide information from the 6 counties mentioned above will be made, however, if these counties within the size do not have a position similar then other counties will be used to provide substantial findings.
2. Human resources will have 30 days to complete this process and notify the submitter with the results. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
3. A written notice of findings will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the

decision, they may pursue an appeal to the appeal committee within seven calendar days.

4. If no request is received within seven calendar days Human Resources will take the findings to the Board of Commissioners for decision. Human Resources will notify the employee of the decision.
5. If the submitter requests an appeal, Human Resources will have 45 days from the date of the request to complete the appeal process.
6. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
7. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
8. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.
9. The decision of the Board of Commissioners is final.

Reclassification

A reclassification shall include the application, a redline updated job description, and a copy of the position's overhead costs. The reclassification application may only be submitted by the department head or the employee in the position (submitter). In order to have a position considered for reclassification, the department head or the submitter must deliver the completed application to the Human Resource Director before November 1 for consideration for the next fiscal year starting July 1.

1. The Human Resources Director will review the application for completeness and conformity to standards and inform the submitter that the reclassification request will be processed.
2. In order to establish an appropriate pay range, the HR director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method.
3. Human Resources, Administration, and Finance will meet and review the application and attachments.
4. Human resources will have 30 days to complete this process and request a meeting with the submitter. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
5. A written notice of decision will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.
6. If no request is received within seven calendar days human resources will take the findings to the Board of Commissioners for concurrence. Human Resources will notify the employee of the decision. If the Commissioners do not approve of the findings of the HR Director they may request a review by the appeal committee.
7. If the submitter or the Commissioners requests an appeal, human resources will have 45 days from the date of the request to complete the appeal process.
8. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
9. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
10. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the

submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.

11. The decision of the Board of Commissioners is final.

Appeal Committee – Once the appeal request is received the appeal committee will be notified of the request.

The appeal committee shall consist of the following;

- a. One employee representative and two alternates (from any of the three Morrow County bargaining units).
- b. One (1) management representative and one alternate.
- c. One (1) elected official, however, not a member of the Board of Commissioners, and one alternate.
- d. Human Resources Director

The members of the appeal committee may not work in the same department as the submitter. Alternates may be appointed in order to maintain an unbiased committee.

Each member, except the HR Director, will serve a three-year term, with one employee, management representative, or elected official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the appeal committee will receive information and training regarding the classification system and the evaluation process. The appeal committee shall meet on an as-needed basis.

The appeal committee will be provided with all of the material submitted on the position to date including the application and job description, the Human Resource Director's notice of decision, and the request for appeal.

The appeal committee will review the appeal request and prepare their findings within 45 days of the date of the request.

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

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

physical requirements, social requirements, work environment, accountability, job duties/responsibilities.

~~A) Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description, current overhead costs, and Explanatory Memo completed reclassification application to their Supervisor to review and sign. The Supervisor and/or submitter must then deliver to the HR Director before November 1. The HR Director will review the Job Description for completeness and conformity to standards.~~

~~Step 1: In order to establish an appropriate Pay Range, the HR Director will evaluate the updated Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the Board of Commissioners (BOC) for concurrence. After the BOC concurrence, the HR Director will prepare a written Notice of Decision. (*See JOB MEAS™ explanation at the end of this Article.)~~

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

~~Once the HR Director reviews the position and performs the JOBMEAS™, the HR Director will review results with County Administrator and Finance Director (Reclass Only). The results will be presented to the BOC for concurrence. After BOC concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request for Review, as outlined below. The HR Director's decision will be implemented if a Request for Review is not submitted by the deadline.~~

Commented [A15]: From change in Reclass procedure done in 2019

Request for Review

~~A Request for Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request for Review must be delivered to the HR Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.~~

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

~~As at the first phase, after the HR Director reviews the position, the results will be presented to the BOC for concurrence. After BOC concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification,~~

they may pursue it to the next step, Appeal (See C. Appeal below). The HR Director's decision will be implemented if an appeal is not submitted by the deadline.

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

Appeal

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

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following: one employee representative (from any of the County's bargaining units), one Management representative, one Elected Official (not a member of BOC), and the HR Director. The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

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

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

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

Board of Commissioners Appeal

The Submitter may appeal the decision of the Appeal Committee to the BOC. The BOC will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision. The BOC will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the BOC. The results of the BOC deliberations will be provided to the Submitter in a Final Notice of Decision. The decision of the BOC is final.

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

III. Compensation

A. Payroll Policies

The HR Department shall prepare the [BOC Board of Commissioners](#) a pay plan which shall prescribe a minimum, a maximum and any intermediate rates of pay appropriate for each position. Employees should refer to their pay scale to identify the number of steps and ranges for their employee group.

Human Resources shall periodically compare the current County salary rates, compensation policies, and personnel developments with those of other public employers within the same job market. Changes in the cost of living shall also be considered. Established salaries are based on current information and are subject to change.

Payday

Employees will be paid biweekly. Paydays are generally every other Thursday, for both non-exempt and exempt employees. Time sheets are due to the HR/Payroll Department by 12:00 noon on Monday of the week that paychecks are issued.

Morrow County does not provide advance payments of salary or loans from salary to be earned.

Net pay will be directly deposited into the employee's bank account, unless an employee ~~requests~~[request](#) otherwise. If an employee requests to pick up his/her paycheck from Morrow County, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to Morrow County for someone else to receive the check.

Paychecks will not be issued without a time sheet unless approved by a member of the Board of Commissioners.

Rates of Pay

Each employee will be paid at one of the steps of the range assigned for the classification to which the employee belongs.

- New Hires - Normally an employee will be appointed to the first step of the range established for the classification. Where economic conditions, unusual employment conditions, availability of applicants or qualifications of the candidate suggest a higher starting rate, the BOC is authorized to approve employment at a higher step of the salary range.
- No Voter Approved Budget – In case the fiscal year starts without a voter approved budget, all salaries not covered by labor contracts are frozen at present

levels until funds are approved. Salary adjustments will be retroactive to the beginning of the fiscal year according to funds allotted.

Definitions

Steps – The number of levels of pay available for each pay range. Movement along steps is usually tied to longevity and the amount of time between steps identified in each employee group's pay scale. The first step is usually the rate paid at hire and the last step is the maximum pay available for that position and is reached only after working the prescribed amount of time defined by each pay scale group.

Range – The salary rate identified for each position or group of positions which equitably reflects the difference in duties and responsibilities as identified through position classification and comparison to comparable positions in the public employment job market.

Employee Group – Employees who are on the same salary scale, specifically: 1) Elected Officials 2) Administration/~~Non-Union~~Non-Union 3) Sheriff's Association 4) Public Works Road Union 5) General Employee Union.

[Payroll Change Form – A form that is required to be submitted by the Director to Payroll for any change reason including: new hire, step increase, pay line change, classification change, promotion, demotion, position title change, pay code access change, or anything that involves changes being made to an employee's status.](#)

B. Timekeeping Requirements

Employees shall maintain accurate records of their attendance and are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees are responsible to submit timesheets biweekly to their Supervisor. The Supervisor must then verify accuracy and approve for submission to HR for payroll purposes. Original time sheets are due to Payroll by 12:00 noon on Monday of the week that paychecks are issued. Filling out another employee's timecard, allowing another employee to fill out your timecard, or altering any timecard will be grounds for discipline up to and including termination. An employee who fails to record his/her time may be subjected to discipline as well.

Salaried exempt employees also are required to record their time on a timecard every pay period. These employees will be instructed separately on this process.

Time cards will always include an approval submission by the employee and approval by an authorized person (usually the Supervisor) to verify accuracy.

C. Statement Regarding Pay Practices

Morrow County makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that Morrow County has made any improper deductions, has failed to pay an employee for all hours worked or for overtime, has failed to pay an employee in accordance with the law, or has failed to properly calculate an employee's wages in any way, the employee must immediately report the error to his/her Supervisor or Payroll. Morrow County will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee

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will suffer retaliation or discrimination for reporting an error or complaint regarding Morrow County's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

D. Additional Pay

Overtime (Time-and-a-Half)

Department Heads and supervisors shall assign each employee regular work duties and responsibilities which can normally be accomplished within the established workday and workweek.

Morrow County pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. See "Employee Classification," above.

When employees are required to work overtime, Department Heads shall authorize compensatory time off or overtime pay which shall be one and one-half times the employee's regular hourly rate of pay. The determination to grant cash compensation or compensatory time off shall be determined according to budgetary considerations. If the department possesses no budget for overtime, or if the overtime budget has been expended, compensatory time will be granted.

Limitation on Overtime Pay

Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay unless otherwise specified by a collective bargaining agreement.

Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by Morrow County on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the non-exempt employee performing that job at the conclusion of his/her straight-time hours will normally be expected to continue to perform the job on an overtime basis.

Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized in writing by a supervisor or manager except in an emergency situation. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

On-Call Pay

On-call shall be defined as periods of time outside the normal work schedule during which qualified employees, approved by the BOC, are required to remain available to respond to emergency situations. [All Department Heads are required to submit a payroll change form when a new position is approved to take on-call.](#) An on-call employee's movements are restricted as follows:

1. An employee must be able to respond to an emergency call out location within the County in not more than 1 ½ hours.

2. The employee must be able to respond by telephone within five minutes of call or page.
3. The employee may not consume any substance (including alcohol) that has known mind or function altering effects.

Periods of on-call shall normally be in blocks of 60 hours for week days (15 hours per day for the time from 5:00 p.m. until 8:00 a.m., Monday through Thursday) or 63 hours for weekends (5:00 p.m. Friday to 8:00 a.m. Monday). The department Supervisor shall be responsible for creating and posting a schedule indicating the times that qualified employees are assigned to on-call duty. Trading of scheduled on-call duty shall only be permitted, amongst those approved to take call, with the advance approval of the supervisor.

Employees who are subject to being on-call shall be compensated at the rate of \$2.00 per hour for every hour of time they are scheduled to be on-call.

In addition to the on-call compensation, union employees required to physically report to a work location during a period of on-call shall receive overtime compensation pursuant to the call-out provisions of the union contract.

Exempt employees shall not receive additional pay for time called out.

Compensatory (Comp) Time

Overtime hours can be paid or, at the employee's option with Morrow County approval, accumulated at one and one-half times up to a maximum of 40 hours and taken as comp time off. Employees are encouraged to work with their Manager/Supervisor to schedule and use comp time within a reasonable amount of time from when it is accrued. The Supervisor may not be able to grant a time off request to use compensatory time if an employee's absence would unduly disrupt the operations of the department.

Administrative Leave

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year of which it was credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the admin leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

Longevity Pay

The County has a plan for employees not covered by other collective bargaining or personal services contracts to reward longevity of employment with pay increases in accordance with the compensation plan and salary schedule adopted by the BOC. See the pay scale to determine the number of steps that employees are compensated for longevity.

An employee retains longevity when reclassifying. Longevity is forfeited upon termination of employment for any reason.

Commented [A17]: is this still current?

Exceptional Compensation

The County shall compensate all overtime exempt employees on an hourly basis for exceptional work performed which is required as a result of emergency needs created by a "declared" disaster. The "declaration" must be determined by county, state or federal authority. Exceptional compensation hours are only those hours in which the exempt employee is performing work required by the County in response to the declared disaster, and which are outside the routine functions of the individual exempt employee's position. Only work hours performed during the disaster declaration period qualify for exceptional compensation under this policy.

The hourly rate for exceptional compensation hours shall be determined by the salaried employee's straight time rate or the overtime rate computed in accordance with FLSA regulations based upon the regular rate of pay paid to the salaried employee.

Exempt employees must submit a report of work hours and duties performed under this policy by the end of each affected payroll period of the declared disaster period and provide such interim reports as determined by the [County Judge Board of Commissioners](#) or designee. Work assignments performed under this policy must be pre-approved by the [County Judge BOC](#) or designee.

The County shall seek reimbursement for exceptional payroll and other costs incurred to meet response needs during declared disasters through such sources as may be available to the County during the post disaster recovery period.

E. Compensatory Payout Upon Change in Status

Compensatory Time – When an employee ~~is promoted from non-exempt to a salary exempt position's salary is changed due to reclassification, demotion, or promotion~~, all accrued overtime/compensatory time pay shall be converted to cash, at the rate earned prior to the change, before the next pay period.

F. Exempt Employees

For positions determined to be exempt from state and federal overtime provisions (FLSA), overtime is considered part of the job responsibility and no overtime pay or compensatory time is provided. To be exempt, the position must meet the FLSA short or long test criterion under the Executive, Administrative or Professional standard.

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the administrative leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

IV. Time Off and Leaves of Absence

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized Morrow County business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via email or phone no later than 30 minutes before the start of the employee's shift/work day. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Vacation

It is the policy of Morrow County to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his/her employment anniversary date. All full-time employees shall accrue vacation time with pay at the following rates (up to maximum accrual).

<u>Years of Service</u>	<u>Hours earned per year</u>
0 – 5 <u>4</u>	96 hours
5 – 10 <u>9</u>	112 hours
10 – 15 <u>14</u>	128 hours
15 – 20 <u>19</u>	144 hours
20 +	160 hours

Years of service are determined from the anniversary date of hire. Vacation time may not be taken until it is earned. Earned vacation time may be used for sick leave if necessary. Part-time employees will be pro-rated based on scheduled work.

Probation: New hire probationary employees shall not be eligible for vacation leave for the first six months of employment, although vacation leave shall accrue from the beginning of employment.

Maximum Accrual: Vacation leave can accrue from year to year to a maximum amount of 256 hours. Specifically, once an employee has accumulated 256 hours, no additional vacation time shall be credited to the employee's account until he or she has taken vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for a period of time, normally not to exceed one month, while such conditions remain in effect.

Commented [A18]: This section does not include a general "leave without pay" policy. Other than those employers subject to OFLA and/or FMLA, or those employers who have negotiated a leave without pay policy with a union, employers are not required to provide a general leave of absence policy. Consult with PreLoss about the advisability of offering a leave without pay policy not mandated by law or CBA.

This section should be used to discuss what paid leave your organization provides employees, e.g., PTO, sick leave, vacation leave. This section includes a sick leave policy that complies with Oregon's new law (effective Jan. 1, 2016).

Commented [A19]: Same criteria as old policy, I just feel that this makes more sense to an employee reading this

Scheduling: Vacation must be scheduled with one's supervisor at least one week in advance of the date(s) the employee wishes to take as vacation. Department Heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements of the department. Vacation schedules may be amended to allow departments to meet emergency situations.

Separation: Upon separation from service (resignation, retirement or discharge) of a regular employee who has completed at least ~~one year~~ 6 months of employment, compensation for accumulated vacation up to 256 hours will be paid to the employee. Upon death of an employee, compensation for all accrued vacation will be paid to the employee's heirs.

C. Sick Leave

Morrow County provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the HR Director. Please also refer to the Oregon Sick Leave Law poster that is posted in the nearest breakroom and is incorporated here by reference.

Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

All regular employees shall earn sick leave with full pay at the rate of one day leave for one calendar month of service. Sick leave shall accrue from the date of employment but it shall not be granted until the successful completion of the first month of the probationary period. Sick leave shall not be accumulated in excess of 960 hours. Part-time employees will be pro-rated based on scheduled work. Paid sick leave shall be taken in hourly increments. Sick leave may not be used in advance of accrual.

Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek. ~~Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.~~

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Employees may accumulate up to a maximum of 960 hours.

Commented [A20]: This BOLI-produced poster can be downloaded for free from:
http://d31zhkhk6di2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/Sick_Time_Poster.pdf
CIS recommends cross-referencing this poster to ensure compliance with the law's notification requirements.

Commented [A21]: New

Use of Sick Leave

~~Up to 40 hours of p~~aid sick leave may be used each calendar year for any of the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
("Family member" means the eligible employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner's parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship.)
- For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
- If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
- In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.
- First three days of leave due to an occupational injury or disease.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify their Supervisor as soon as feasible before the leave is to begin. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of Morrow County. Employees must notify their Supervisor of any change in the expected duration of sick leave as soon as is possible.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify their Supervisor as soon as feasible and comply generally with Morrow County's call-in procedures. The employee must report the reasons for absence to their Supervisor within 30 minutes of the time they are expected to report to work.

An employee must contact his/her Supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as possible.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, Morrow County may deny the use and legal protections of sick leave.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, Morrow County may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Sick Leave Abuse

If Morrow County suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, Morrow County may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

D. Holidays and Floating Holidays

Morrow County recognizes nine holidays each year. All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Others as declared appropriate by the Board of Commissioners
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.

To be eligible for holiday pay, an employee must have worked his/her regularly scheduled hours the workday before and the workday after the holiday or have been on an approved vacation day or any other excused absence under Morrow County policy. If an employee is on vacation when a holiday is observed, the employee will be paid for the holiday and will be granted an alternate day of vacation at a later date.

Any hourly, non-exempt employee required to work on a holiday will receive time and one-half payment for the hours worked.

E. Family Medical Leave

Commented [A22]: New Section

FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Federal and state law prohibit retaliation against

an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and Morrow County's rights and obligations, not this policy.

Employees seeking further information should contact the HR Director. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the nearest breakroom, which are incorporated here by reference.

Definitions

Child/Son or Daughter

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age — see below.

Eligible Employee

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA — For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the HR Director for more information.

FMLA — Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

Family Medical Leave

This includes all of the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

Family Member

- For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).
- For purposes of OFLA, "family member" includes the definitions found under FMLA and also includes adult children (for "serious health condition" leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

Serious Health Condition

"Serious health condition" is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, "serious health condition" includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a "serious health condition;" see the HR Director for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

Reasons for Taking Leave

Family Medical Leave may be taken under any of the following circumstances:

- Call to Active-Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active-duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain "qualifying exigencies." "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.

- Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his/her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember." This type of leave is available under FMLA only.
- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy on [page 43](#) for more information.

Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active-Duty Leave;
- An additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- Employees who take the entire 12 weeks of OFLA Parental Leave may be entitled to an additional 12 weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

One-Year Calculation Period

The "12-month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, ~~Call to Active~~ Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their expressed consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of Morrow County operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Morrow County and the employee. Intermittent leave for Parental Leave is not available.

Employee Responsibilities — Notice

Employees must provide at least 30 days' notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If the situation giving rise to a Sick Child Leave is unforeseeable, an employee must give verbal or written notice to Morrow County within 24 hours of commencement of the leave.

For ~~Call to Active~~ Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let the HR Director know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify the HR Director within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Morrow County's normal call-in procedures. Employees who fail to comply with Morrow County's leave procedures may be denied

leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

Certification

Generally speaking, employees must provide sufficient information for Morrow County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform Morrow County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

- Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
- Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish Morrow County's requested medical certification information within 15 calendar days after such information is requested by Morrow County. In some cases (except for leave to care for a sick child), Morrow County may require a second or third opinion, at Morrow County's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

Medical Certification Prior to Returning to Work

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification from his/her health care provider stating that the employee is able to resume work.

Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including vacation, compensatory time, admin leave, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. If the employee has no accrued paid leave, admin leave, vacation, compensatory time, or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

Holiday Pay While on Leave

Employees receiving short-term or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

Benefits While on Leave

If an employee is on approved FMLA or OFLA Leave, Morrow County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the OFLA/FMLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a non-paid FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Morrow County benefit plans.

Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available, unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who

use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

F. **Bereavement Leave - OFLA**

Per Oregon law, employees who have worked for Morrow County for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below).

Morrow County provides up to 40 hours of Bereavement leave for employees who have experienced the death of an immediate Family Member.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of Bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA. For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

Employees who wish to take Bereavement leave must inform Morrow County as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, verbal notice must be provided within 24 hours of beginning leave.

G. **Hardship Leave**

A practice whereby employees may donate accrued vacation and sick leave to another employee who has exhausted accumulated paid leave due to an employee's medical emergency or one of a family member (as defined by the IRS: parent, spouse, or child) that would otherwise cause the employee to take unpaid leave or terminate employment. A "medical emergency" is defined as a medical condition of the employee that will require prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available.

- Any employee with accrued time, except elected officials, may donate.
- Donations are strictly voluntary.
- Donations must be in blocks of one hour, with a maximum donation of one half of any accrued sick leave and an unlimited amount of accrued vacation leave.
- Donations will be made on a case-by-case basis for a specific person or incident.
- Requests and donations will be accepted through the Human Resource office.
- If donations exceed the need, surplus donations will be returned to the donors in reverse order of donation.
- Requests for Hardship leave donations must be for a minimum combined total of 40 hours (for a single event or illness) only after using all accrued paid leaves. Anything less than 40 hours being deemed not a hardship. Bereavement leave may not exceed a maximum of 12 weeks.

Procedure

An employee in crisis who has exhausted all accrued paid time (administrative leave, holiday pay, sick leave, vacation leave and compensatory time) may make application for emergency leave donations. Requests must be made as soon as possible.

1. Applications must be in writing on a pre-prepared form available from the Human Resource Department.
2. Applications must be signed by the employee's supervisor to assure that the leave itself has been processed through the supervisor before the employee submits a request for emergency leave donations.
3. The employee shall include on the application their name, department, and at least a brief description of the hardship, which will be circulated to departments along with the donation forms.
4. The HR Department will notify the employee and supervisor of the amount of donations received and consequent status of paid leave.

Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

H. **Blood Donation**

Employees may take up to two hours of paid time off per year to give blood when a blood drawing occurs within the community where the employee works. Employees are encouraged to make an appointment for such drawing to minimize the disruption to their work schedule.

Commented [A23]: Existing Policy

I. Jury and Witness Duty

Jury Duty

Employees will be granted paid leave when required to report for jury service or to appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. An employee's regular salary will be reduced by the amount received for jury service or witness fees, except for mileage allowances and amounts received when required to report outside the employee's normal work shift.

Employees working on other than the day shift who are required to report for jury service or as a witness, will not be required to work their normal shift on that work day if the jury service or witness responsibilities continue for more than 4 hours. A copy of the court notice must be submitted to the employee's Supervisor to verify the need for such leave. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor or manager informed about the amount of time required for jury duty.

Witness Duty

Except for employee absences covered under Morrow County's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

J. Religious Observances Leave and Accommodation Policy

Morrow County respects the religious beliefs and practices of all employees. Morrow County will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Morrow County's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice. If accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the Supervisor.

K. Crime Victim Leave Policy - [OFLA](#)

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for Crime Victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, Morrow County may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

L. **Domestic Violence Leave and Accommodation Policy - [OFLA](#)**

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his/her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. Morrow County will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give Morrow County notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on Morrow County. Please contact Human Resources or your Supervisor immediately with requests for reasonable safety accommodations.

M. Military Leave

Employees who wish to serve in the military and take military leave should refer to the FMLA/OFLA section for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply.

Military leave without pay shall be granted to employees entering the military service for extended and indefinite periods of active duty or training. Employees are required to keep the Department Head or Elected Official advised concerning a probable call to active military training duty.

An employee is entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States. Upon honorable discharge, the employee will be returned to a position in the same class as the last held position, at the prevailing salary rate for such class, without loss of seniority or employment rights. If the County has abandoned the position which was occupied prior to the date of the leave or if it is established that the employee is not physically qualified to perform the duties of the former position by reason of such service with the Armed Forces, the employee will be reinstated to a suitable position at the nearest level of pay to the former class. Employees must make application for reinstatement within ninety (90) calendar days and must report for work within six (6) months following separation from active duty. The County may require proof of performance of military service, or honorable discharge or such other proof deemed necessary. Where an employee voluntarily reenlists, or extends the period of military service, the military leave will be canceled.

V. Employee Benefits

A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both Morrow County policy and that of its health insurance provider are entitled to the benefit options offered by Morrow County. Generally speaking, that means Morrow County offers medical insurance for all of its regular employees unless otherwise established by law. Morrow County pays ~~92.5%~~ [a portion](#) of the premium for the employee [based on the amount negotiated in the current collective bargaining agreement](#). Part-time employees who are scheduled for less than 20 hours a week are not eligible for health-insurance coverage.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by Morrow County.

These documents govern all issues relating to employee health insurance. As other employee benefits are offered by Morrow County, employees will be advised and provided with copies of relevant plan documents. Copies are available from Human Resources.

B. Employee Assistance Program (EAP)

This free, confidential service is provided by Cascade Centers and is available to all employees and dependents covered on a CIS Regence medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to 5 personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Cascade Centers also provides educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting CIS Benefits, or contact Cascade Centers directly at 1-800-433-2320, or at www.cacadecenters.com.

C. Workers' Compensation and Safety on the Job

Employees are protected by workers' compensation insurance under Oregon law. This insurance covers employees in case of occupational injury or illness by providing, among other things, medical care, compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if Injured on the Job

If an employee is injured on the job, Morrow County wants to know about it and expects to learn about it no later than 24 hours after the injury (report all work-related injuries to a Supervisor).

If the employee seeks treatment for his/her work-related injury and would like to apply for workers' compensation benefits, they must do all of the following:

1. Report any work-related injury to the Supervisor. This injury must be reported the no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to Human Resources.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work

If an employee requires workers' compensation leave, the employee will, under most circumstances, be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. However, the employee must first submit

Commented [A26]: New

Commented [A27]: New

Commented [A28]: This policy addresses the "basics" of workers' compensation law. One notable absence from this policy is a salary continuation provision, whereby an employer agrees to either supplement the wages paid to an employee on time-loss or allow the employee to use accrued vacation or sick leave to make up the difference between time-loss and regular wages. If your organization offers one of these benefits, it should be included in this policy and should define the circumstances under which the wage supplementation ends (e.g., after one year).

documentation from a health care provider who is familiar with the condition certifying their ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she/he not been on leave, or if the position was eliminated, and no equivalent or comparable positions are available, then the employee may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. Morrow County does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Morrow County's Return-to-Work program provides guidelines for returning employees to work at the earliest possible time after an employee suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable an employee to return to his/her regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by Morrow County, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If the employee's doctor determines that he/she is able to perform modified work, Morrow County will attempt to provide the employee with a temporary job assignment for a reasonable period of time until the employee can resume his/her regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, an employee is offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect compensation and employment with Morrow County. While on modified or transitional work, employees are still subject to all other Morrow County rules and procedures.

Overlap with Other Laws

Morrow County will account for other leave and disability laws that might also apply to an employee's situation, such as the Americans with Disabilities Act (ADA) and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that the employee is unable to perform the essential functions of the position because of a qualifying disability, the employee may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

D. Retirement Plan

Morrow County elected officials and employees who regularly work no less than 20 hours a week, 65 months a year, are required to participate in the Morrow County Retirement plan. Temporary employees do not participate in the plan and the County will make no

Commented [A29]: Why 5 months?

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contributions to the retirement plan on their behalf. [Employees may be subject to a waiting period depending on specified plan.](#)

[Morrow County's pension plan meets or exceeds the provisions of the Public Employee Retirement System PERS plan.](#) Consult the most recent Plan Document for details of the retirement plan.

VI. Workplace Safety

A. Alcohol/Drug Use, Abuse and Testing

Morrow County works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages, pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to Morrow County's reputation.

Morrow County expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affects Morrow County operations or safety of Morrow County employees or others.
- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, e.g., collecting evidence.
 - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affect Morrow County operations or safety of Morrow County employees. Employees

Commented [A30]: This policy is completely changed from old

Commented [A31]: CIS has included two versions of an Alcohol/Drug Use, Abuse and Testing policy. The first is a "zero tolerance" policy. Under that version, employees who show up to work with any detectable amount of drugs or alcohol in their system violate the policy (even if they aren't impaired in any way). The second version is a "no-impairment" policy that tolerates an employee's off-duty alcohol use and lawful use of marijuana but prohibits employees from coming to work impaired and bringing drugs, alcohol or drug paraphernalia to the workplace.

Because drug and alcohol testing is a mandatory subject of bargaining, these policies must be vetted with your organization's union(s) before implementing them. Otherwise, the policy will apply to only those employees within your organization not covered under a CBA.

Employers who are subject to the federal Drug Free Workplace Act, due to the receipt of federal funds via a federal grant or contract, need to check the language of the grant/contract to ensure that its drug/alcohol use, abuse and testing policy is in compliance with that federal law and/or the terms of the contract or grant.

Finally, other than restrictions imposed by CBAs or a federal grant or contract with specific language on the subject, an employer can decide what the consequences of the prohibited conduct may be, i.e., termination of employment or "last-chance agreement" or some combination thereof.

may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on Morrow County property or on Morrow County time.

- o Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, e.g., collecting or transporting evidence.
- o The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affect an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
- o As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to Morrow County property, or possessing, items or objects on Morrow County property that contain any "controlled substance," including, for example, "pot brownies" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law-enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in Morrow County property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to Morrow County property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or Morrow County operations.

Employees must inform their Supervisor about their use of any prescription or over-the-counter drugs that could affect their ability to safely perform the duties of their position. If an employee's use of such prescription drugs could adversely affect Morrow County operations or safety of Morrow County employees or other persons, Morrow County may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide Morrow County with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as Morrow County will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

Random-Basis Testing of Employees

Random tests are required under the following circumstances:

1. For employees required to hold a commercial driver license (CDL) at the rate of 25% of the workforce per year for alcohol and 50% of the workforce per year for controlled substances, or less as permitted by the Department of Transportation regulations.
2. Employees will be randomly selected by a computer random selection program.
3. Random testing will be performed without advance notice. Employees will be notified that they have been selected for a random screening and must report to the collection site immediately for specimen collection.

Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy, Morrow County may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the County Administrator or the County Administrator's designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
 - a pattern of abnormal or erratic behavior;

- o information provided by a reliable and credible source;
- o direct observation of drug or alcohol use;
- o presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- o unexplained significant deterioration in individual job performance;
- o unexplained or suspicious absenteeism or tardiness;
- o employee admissions regarding drug or alcohol use; and
- o unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the County Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate their "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result may request a second test. The costs for the retest will be the responsibility of the employee, unless the second test results are negative. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the County Administrator or Human Resources. The letter of notification shall state the particular substance identified by the laboratory tests.

Commented [A32]: The types of tests described here should be those that are used by your organization's testing company.

The period of time while waiting for test results after a reasonable cause test or while awaiting the results of a challenged positive result shall be considered investigative and the employee will be on leave with pay. After a positive test result (or confirmation, if requested) from any test circumstance except pre-employment, the employee will be on unpaid leave until the Substance Abuse Professional has determined that an employee may return to duty and the employee has had a negative test result.

Post-Accident Testing

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage a Morrow County vehicle, machinery, equipment or property; (b) result in an injury to themselves or another employee requiring offsite medical attention; or (c) when Morrow County has reasonable cause to believe that the accident or injury may have been caused by drug or alcohol use.

Commented [A33]: Add about what to do: Incident report, police report, drug testing, take photos, etc.

For all employees required to hold a CDL, after all accidents, the driver shall be tested - within two hours of occurrence.

If a fatal accident occurs, all employees on duty and present must be tested within eight hours of the accident. In the case of a vehicular accident, mechanics who worked on the vehicle within eight hours of the accident, must also be tested.

Any employee receiving a post-accident citation from a law enforcement officer must be tested.

Post-accident testing for non-CDL holding employees, whenever it may be appropriate in the judgment of the supervisor. A supervisor may determine that testing is not necessary

if it is shown that the use of substances could not have contributed to the cause of the accident (equipment failure, for example). A decision not to administer a post-accident test will be made by a supervisor who was not involved in the accident. The supervisor will prepare and maintain a record stating the reasons the test was not administered.

An employee, except by reason of seeking or receiving assistance for the injured, must remain available for testing or will be judged to have refused the test. However, if the drug and alcohol test is being collected from an employee in need of medical attention, necessary medical attention will not be delayed in order to collect the specimens.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on Morrow County property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, Morrow County may search the employee's possessions located on Morrow County property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to Morrow County property, or in property, equipment or supplies provided by Morrow County to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action, up to and including termination.

Drug and Alcohol Treatment

Morrow County recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. Morrow County is willing to help such employees obtain appropriate treatment.

Commented [A34]: CIS strongly recommends preparing a "consent to search" form for the employee to sign before a search is conducted. Please contact CIS for a sample "consent to search" form.

An employee who believes that he/she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

Morrow County will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and Morrow County to the extent its existing benefits package covers some or all of the program costs.

Although Morrow County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance before drug or alcohol problems lead to disciplinary action. Once a violation of Morrow County policy is discovered, the employee's willingness to seek Morrow County or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Discipline and Consequences of Prohibited Conduct

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to discipline, up to and including termination.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or Morrow County is prohibited unless written authorization is obtained from the employee.

B. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by Morrow County (see "Holidays" section, above), Morrow County is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond the County's control, such as inclement weather, a national crisis, or other emergencies that make one or more County office locations inaccessible for all or part of a regularly scheduled workday, the Department Head will decide whether or not to close, and to what extent Morrow County will close.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If an employee cannot safely report to work in such circumstances, the employee should contact their Supervisor and submit accrued leave time in place of regularly scheduled hours. If staff cannot reach the office and are able to serve Morrow County from home, he/she should do so, subject to approval by the Supervisor. Safety and a trustworthy approach should be your guides.

When weather conditions require the closing of a County office within the employee's regularly scheduled work and the employee is ordered home by his/her Department Head, such employee shall not suffer loss of pay for that day. Should the County office remain closed for additional days, such employees may apply accrued vacation or compensatory time for their regularly scheduled shift.

If the County has not attempted to notify an employee not to report to work and the employee reports as scheduled, he/she shall be provided a minimum of 2 hours pay.

C. **Workplace Violence**

Commented [A35]: New Policy

Morrow County recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction, as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, Elected Official, or member of the public with respect to that person's life, health, well-being, family, or property, will be dealt with in a zero-tolerance manner by Morrow County.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with Morrow County, or that threaten the safety, security or financial interests of Morrow County. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or Elected Official. Employees should make such reports directly to their Supervisor.

Morrow County also may investigate a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy below on "Workplace Inspections."

D. **Workplace Inspections — No Right to Privacy or Confidentiality**

Commented [A36]: New Policy

This policy applies to inspections and investigations conducted by Morrow County, pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by Morrow County; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible, under the circumstances.

E. **Smoke-Free Workplace**

Morrow County provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product and smoking in any form (including, without limitation, cigars and e-cigarettes). Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to Morrow County property, vehicles or facilities/buildings.

Morrow County buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, Morrow County prohibits tobacco/marijuana use in or around Morrow County vehicles and equipment or machinery.

If an employee wishes to smoke tobacco, he/she must do so outside of Morrow County's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows.

VII. Workplace Guidelines

A. Cellular Devices Policy

Commented [A37]: New Policy

This policy applies to employee use of cell phones, smartphones, tablets, and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or Morrow County-provided cell phones/cellular devices may not violate Morrow County's policies against harassment and discrimination. Thus, employees who use a personal or Morrow County-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by Morrow County) that is harassing or otherwise in violation of Morrow County's no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or Morrow County-provided cell phone/cellular device for work purposes outside of their normal work schedule without written authorization in advance from Human Resources. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

Employee Use of Morrow County – Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to Morrow County employees on a limited basis to conduct Morrow County's business. Determinations as to which employees receive Morrow County-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, Morrow County may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of Morrow County away from the office.

Employees who receive a cell phone or cellular device from Morrow County must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from Morrow County must acknowledge and understand that because the cell phone/cellular device is paid for and provided by Morrow County, or subsidized by Morrow County, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to

inspection and review if Morrow County has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other Morrow County policy. An employee who, after reasonable notice, refuses to provide Morrow County access to his/her personal cell phone/cellular device in connection with an investigation may be subject to discipline, up to and including termination.

Employees may not use Morrow County-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's Morrow County-provided cell phone/cellular device.

Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones or cellular devices with built-in cameras and video photography options, may not be used during working hours, or at any Morrow County-sponsored function unless authorized to do so by the County Administrator.

Commented [A38]: NEW POLICY – should we change to "may not take pictures of documents, computer files, etc"

Cell Phones/Cellular Devices and Public Records

Morrow County-related business conducted on Morrow County-provided or personal cell phones/cellular devices may be subject to disclosure and production under Oregon's Public Records laws or in connection with litigation filed against Morrow County.

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Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of Morrow County vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by Morrow County.

Employees are prohibited from using handheld cell phones for any purpose while driving on Morrow County-authorized or Morrow County-related business. This policy also prohibits employees from using a cell phone or other cellular device to send or receive text or "instant" messages while driving on Morrow County business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

B. Use of Morrow County Email and Electronic Equipment, Facilities and Services

Commented [A40]: All subsections under this heading are New Policies

Morrow County uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to,

computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such Morrow County property.

Ownership

All information and communications in any format, stored by any means on or received via Morrow County's electronic equipment, facilities or services is the sole property of Morrow County.

Use

All of Morrow County's electronic equipment, facilities and services are provided and intended for Morrow County business purposes only and not for personal matters, communications or entertainment. Access to the Internet, websites and other electronic services paid for by Morrow County are to be used for Morrow County business only. This means, for example, that employees may not use Morrow County-provided Internet, or Morrow County electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate Morrow County's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or Morrow County, and that is protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other Morrow County-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, provided it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use Morrow County-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). Morrow County email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Morrow County Property Agreement

In the event that an employee is issued County property, such employee understands that it will be returned when requested or upon their exit from County employment.

Employees acknowledge to take proper care of all company equipment with which they are entrusted. Upon termination, employees will return all Morrow County property and the property will be returned in proper working order. Employees may be held financially responsible for lost or damaged property. Failure to return County property will be considered theft and may lead to criminal prosecution by Morrow County.

Inspection and Monitoring

Employee communications, both business and personal, made using Morrow County electronic equipment, facilities, and services are not private. Any data created, received or transmitted using Morrow County equipment, facilities or services are the property of Morrow County and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on Morrow County's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Morrow County's ownership of the electronic information, electronic equipment, facilities, or services, or Morrow County's right to inspect such information. Morrow County reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of Morrow County's electronic equipment, facilities and services, including all communications and internet usage and resources visited. Morrow County will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on Morrow County's computer systems without approval from the County's Information Technology Department. All software installed on Morrow County's computer systems must be licensed. Copying or transferring of Morrow County-owned software may be done only with the written authorization of the [IT department/County Administrator](#).

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by Morrow County management. No employee can examine, change or use another person's files, output or username unless he/she has explicit authorization from the County Administrator to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

Morrow County's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate Morrow County's policies on harassment and discrimination.

Commented [A41]: All subsections under this heading are new policies

C. Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal or commercial website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with Morrow County, as well as any other form of electronic communication.

Ultimately, employees are solely responsible for what he/she posts online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any employee conduct that adversely affects job performance, the performance of co-workers, or otherwise adversely affects the citizens of Morrow County or people who work on behalf of Morrow County or Morrow County's legitimate business interests, may result in disciplinary action, up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any Morrow County policies, including Morrow County's no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Employees cannot create a link from their blog, website, or other social networking site to a Morrow County-owned or maintained website without identifying themselves as a Morrow County employee.

Employees can express only their personal opinions. Employees will never represent themselves as a spokesperson for Morrow County, unless they are authorized by their Supervisor to do so. If Morrow County is a subject of the content an employee is creating, it must be clear and open fact that the employee is a Morrow County employee, and it must be made clear that the views do not represent those of Morrow County or its employees or Elected Officials.

Encouraged Conduct

Employee will always be fair and courteous to co-workers, the citizens of Morrow County, Elected Officials, and suppliers or other third parties who do business with Morrow County.

Also, employees are more likely to resolve work-related complaints by speaking directly with co-workers, or by utilizing the County's Open-Door Policy, than by posting complaints to a social media outlet. If an employee decides to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, Morrow County employees or elected officials, that might constitute harassment or bullying, and/or that violate Morrow County policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Morrow County policy.

Maintain the confidentiality of Morrow County's confidential information. Do not post internal reports, policies, procedures or other internal, Morrow County-related confidential communications or information. (See "Confidential Morrow County Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt Morrow County operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against Morrow County's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

Morrow County's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by Morrow County.

Nothing in this policy prohibits Morrow County from requiring an employee to produce content from his/her social media or internet account in connection with a Morrow County-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

D. Confidential Morrow County Information

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Employees must not access, use or disclose sensitive or confidential information or data except in accordance with Morrow County policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of Morrow County) may be removed from our premises without permission from County Administrator. Likewise, any materials developed by Morrow County's employees in the performance of their jobs is the property of Morrow County and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to Morrow County's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

E. Ethics

Commented [A43]: New Policy

Morrow County treats people with respect and adheres to ethical and fair business practices. Morrow County expects employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of Morrow County or Morrow County's citizens.

Employee's of Morrow County are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If a new employee comes to Morrow County from work in the private sector, he/she may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If an employee has questions about whether an activity meets Morrow County's or Oregon's ethical standards, please talk with a Supervisor. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action, up to and including termination.

F. Gifts and Gratuities

The County recognizes that it is valuable and appropriate for employees to become friendly with the public. There can however, be an appearance of impropriety in the giving and receiving gifts, no matter how innocently intended. Employees are therefore prohibited from requesting or accepting any favors, gratuities, gifts, prizes, awards, trips or special considerations in any way related to their work or position with the County that would constitute a violation of ORS 244.040, a section known as the Government Standards and Practices Laws, which prohibit the following:

1. Accepting something of more than an insignificant value as a personal gift,
2. Performing any official action in exchange for a favor, gift, award, or any other special consideration.
3. Personally, receiving something such as prizes or discounts if that benefit is available only because of the employee holding their public position.

Best Practice: When in doubt, do not accept the gift, or make sure the item remains the property of the County and not the employee personally.

G. Open-Door Policy

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Morrow County's Open-Door Policy is based on the County's belief that open, honest communication between managers and employees should be a common business practice. Morrow County's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If an employee has a complaint, suggestion, or question about the job, working conditions, or the treatment they are receiving from anyone in Morrow County, please raise them first with the immediate supervisor. If an employee is not satisfied with the response from the immediate supervisor, or if the issue involves the immediate supervisor, request to have the facts/situation reviewed by Human Resources.

H. **Outside Employment**

Commented [A45]: Old policy expanded significantly

Generally, employees may obtain employment with an employer other than Morrow County or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of Morrow County time (including the employee's work time), Morrow County facilities, equipment and supplies, or the prestige or influence of the employee's position with Morrow County. In other words, the employee may not engage in private business interests or other employment activities on Morrow County's time or using Morrow County's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for which the employee works (or by a State agency); or
- Receipt of money or anything of value for performance of duties that the employee is required to perform for Morrow County.

Morrow County requires employees to report outside employment to their Supervisor before the outside employment begins. Thereafter, an employee must provide an update to his/her Supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

I. **Criminal Arrests and Convictions**

Commented [A46]: New Policy

Employees must promptly and fully disclose to their supervisor on the next working day:

- All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on Morrow County property, or in a Morrow County vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
- All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If an employee is arrested, cited or convicted of a violation of any law that will prevent the employee from performing the essential functions of his/her position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

J. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign, while on the job during working hours (this is not intended to restrict the right of Morrow County employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

K. Driving While on Business

Employees using a private vehicle to conduct Morrow County's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized Morrow County business use should make any necessary arrangements with their insurance carriers.

Morrow County may verify the validity of an employee's driver's license, auto insurance, and/or driving record at the time of hire and at any point during employment.

While on Morrow County business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

Employees who receive a ticket or citation while driving a County-owned vehicle or while on County business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline, up to and including termination.

VIII. Discipline and Termination of Employment

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and Morrow County's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

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- Falsification of employment or other Morrow County records.
- Recording of work time of another employee or allowing any other employee to record another employee's work time or allowing falsification of any time sheets (personal or another employee's).
- Theft or the deliberate or careless damage or destruction of any Morrow County property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of Morrow County equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on Morrow County property.
- Carrying firearms or any other dangerous weapon on Morrow County premises at any time by anybody other than law enforcement officials.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on Morrow County property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another Morrow County employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. Employees are expected to be at work on time, remain until the workday ends, and perform the work assigned to or requested.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by Morrow County.
- Misrepresentation of Morrow County policies, practices, procedures, or your status or authority to enter into agreements on behalf of Morrow County. Employees may not use Morrow County's name, logo, likeness, facilities, assets or other resources of Morrow County for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or Morrow County policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Morrow County or outside regulatory or legislative bodies.
- ~~Failing to timely pay water/sewer/tax accounts with Morrow County on time, and/or whose Morrow County provided services are disconnected. This includes, without limitation, situations where the employee writes a check to Morrow County that is refused for payment due to non-sufficient funds.~~
- Harassment or discrimination that violates Morrow County policy.

This statement of prohibited conduct does not alter Morrow County's policy of at-will employment. Except for employees subject to a collective bargaining agreement or contract of employment, Morrow County remains free to terminate the employment relationship at any time, with or without cause or notice.

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B. Corrective Action/Discipline Policy

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Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet Morrow County standards, Morrow County will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating the employment of an employee for serious violations of Morrow County policies, procedures and rules and for other inappropriate behavior or conduct, Morrow County may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. Morrow County may also choose to send the employee to a training or an education opportunity.

In all cases, Morrow County will determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. Morrow County may proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when Morrow County deems such action appropriate. Morrow County retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

C. Grievances

Grievance Procedure

~~Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:~~

~~Step 1—Informal Discussion. The affected employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violation prior to filing a written grievance at step 2~~

~~STEP 2— Formal Filing. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section violated, and the remedy desired within thirty (30) calendar days of the alleged occurrence. Where the issue is not settled at Step 1, the Union shall submit the grievance to the Department Head or designee within thirty (30) calendar days of the alleged occurrence. The Department Head's response shall be due in writing within ten (10) working days of receipt of the grievance.~~

~~STEP 3— Board of Commissioners. If the grievance remains unresolved, the Union may, within 10 (ten) working days of receiving the Step 2 response (not including the date of~~

Commented [A52]: This procedure is the Union Procedure. I would recommend a non-union policy. Please see below. It's better to have a more fluid policy like the one directly above.

response), submit the grievance to the BOC for review. The BOC shall have twenty (20) working days from the date of presentation (not including the date of presentation) in which to respond to the grievance.

~~STEP 4 – Arbitration. If the grievance is still unsettled after completion of Step 3, the union may, within ten (10) working days of the written response from the BOC, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall strike from a list of seven arbitrators. Both the BOC or its designee and the union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.~~

~~Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.~~

Processing of Grievance

~~Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third party hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third party hearing on the County's behalf.~~

Purpose

Morrow County recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that non-union employees receive a fair and unbiased review of workplace concerns.

Employees with union representation should refer to the grievance procedures outlined in the respective collective bargaining agreement.

Procedures

Step 1: Informal discussion with supervisor

Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

Commented [A53]: New policy

Step 2: Written complaint to supervisor

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within 10 days to his or her immediate supervisor to include:

- The nature of the grievance.
- Detailed information including evidence of the issue, witnesses, related policies, etc.
- The remedy or outcome desired.
- The immediate supervisor will have ten working days to respond to the employee in writing.

If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to Human Resources.

Step 3: Written complaint to senior management

If the employee is not satisfied with the response from the immediate supervisor, the employee may submit a written complaint to senior management for review. A copy should also be sent to Human Resources. The request for review should include:

- An explanation of the grievance and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to the immediate supervisor.
- A copy of the immediate supervisor's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

Senior management will consult with the employee's immediate supervisor, Human Resources and any other relevant parties to evaluate the grievance and provide a written response to the employee within ten days. The outcome of the review by senior management will be final unless new evidence or other circumstances warrant additional review of the complaint.

Recordkeeping

Human resources will maintain records of the grievance process confidentially and securely.

D. Retirement or Resignation from Employment

If an employee chooses to resign or retire, it is anticipated that the employee will give Morrow County as much notice as possible — preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave Morrow County, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive workdays without contacting their immediate supervisor are typically considered to have resigned their employment.

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If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with their Supervisor before making a final decision.

Employees must return all Morrow County property, including phones, computers, identification cards, credit cards, keys, and manuals, to their Supervisor or Human Resources on or before their last day of work.

E. Employment References

All requests for references or recommendations must be directed to the HR Director. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing employment-site "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, Morrow County discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

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IX. Employee Acknowledgement

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Acknowledgment of Receipt of 2021 Personnel Policies

Morrow County Employee Handbook 2021

I acknowledge that I have received and will read a copy of Morrow County's 2021 Personnel Policies and Employee Handbook. I also understand that a copy of the Personnel Policies and Employee Handbook is available to me at any time to review on the Human Resources Shared Drive.

I understand that Morrow County has adopted the Personnel Policies and Employee Handbook only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time at Morrow County's sole discretion. I also understand that the Personnel Policies and Employee Handbook take precedence over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies and Employee Handbook are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either Morrow County or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review Morrow County's policies regarding Equal Employment Opportunity and that Morrow County aims to provide a workplace free of harassment

and discrimination. I will bring any questions or concerns I have regarding Equal Employment Opportunities, discrimination, retaliation or harassment to Human Resources, the County Administrator, or any trusted manager or supervisor.

During my employment with Morrow County, I understand that it is my responsibility to remain informed about the policies as revisions, updates, and new policies are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

ROAD REPORT MARCH 2021

BLADING OPERATIONS: Grader operators continue blading roads when time allows and the weather cooperates.

CLARKS CANYON: Crew members have been preparing the roadway for paving this spring. Two culverts have been replaced. Truck drivers have been hauling oil rock for the Ambient Mix Asphalt project.

BALM FORK: A sink hole has developed and been repaired.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

HALVORSEN LN: Prep work is being done in preparations for a chip seal. Drainage, shoulders, bank sloping, and blade patching will be completed.

WINTER STORMS: We have been plowing and sanding roads in the high country when necessary.

CHIP SEAL PREP: Chip Seal rock is being stock piled for this springs chip seal projects.

LITTLE BUTTER CREEK: Crew members have been working on building up shoulders and sloping banks on Little Butter Creek in preparations for paving this summer. Culverts are being repaired or replaced as needed. The potential for flooding at Pine City has been mitigated by extending the dike to divert rising waters toward the culvert.

NEW EQUIPMENT: The new hook trucks are in use and proving to be an efficient and effective addition to our fleet. The oil distributor hook truck and the deicer hook truck are in production. The deicer truck should arrive this spring. The oil distributor is expected to be delivered sometime in July.

CONTRACT PAVING: The thin lift project for Kilkenny, East Baseline, a portion of Sand Hollow and Little Butter Creek is advertised. Bids will be opened April 1st and expecting a notice to proceed to be issued first part of April with a completion of June 15th.

PERMITS: Recently we have gone through outstanding approach permits following up on their status. Many have been projects that were never completed. Letters have been sent out giving a 30 day grace period to complete projects for approval. Non replies will be filed as incomplete and not approved. Those that have completed projects will be inspected and filed as necessary.

There have been permits approved during the month of March and are currently being entered in our road index. I will report on these next month.