

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 8, 2021 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **Honoring the Twentieth Anniversary of 9-11** (Linda Skendzel, Veterans Services Officer)
3. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
4. **Open Agenda:** The Board may introduce subjects not already on the agenda
5. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Oregon Health Authority Intergovernmental Agreement #171436 Tort Liability Coverage as a Provider for Psychiatric Security Review Board; and Third-Party Agreement for IGA #171436
 - c. OHA IGA #170703 for Environmental Health Services
 - d. Letter of Intent – Request for Grant Proposals to Oregon Health Authority for Planning Work to Support Elimination of Behavioral Health Inequities
 - e. Request to Amend Consent Calendar Motion from September 1st Regarding Accounts Payable Claims
6. **Business Items**
 - a. County Application for Oregon Department of Veterans’ Affairs Funds (Linda Skendzel)
 - b. Building Inspection Program Discussion (Darrell Green, Administrator; Tamra Mabbott, Planning Director)
 - c. Community Development Director Position Discussion (Lindsay Grogan, Human Resources Director)
 - d. New Federally Recognized Holiday for 2022 – Juneteenth (Lindsay Grogan)
 - e. Building Project Updates
7. **Department Reports**
 - a. Planning Department Monthly Report (Tamra Mabbott)
 - b. Treasurer’s Monthly Report (Jaylene Papineau)
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
11. **Sign documents**
12. **Adjournment**

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

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

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

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#



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

(For BOC Use)
 Item #
5b

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

Presenter at BOC: Darrell Green
 Department: Administration
 Short Title of Agenda Item:

Date submitted to reviewers: 7/21/2021
 Requested Agenda Date: 9/8/2021

(No acronyms please)

Oregon Health Authority Intergovernmental Agreement #171436 Tort Liability Coverage and Third Party Agreement for IGA 171436

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address: Salem, OR

Effective Dates – From: July 1, 2021

Through: June 30, 2023

Total Contract Amount: \$0.00

Budget Line: 101-199-3-30-3625

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

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
Darrell J Green	9/3/2021	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):

On August 27, 2022, the Oregon Health Authority (OHA) sent Morrow County the final two agreements. OHA had previously sent these agreements on July 21, 2021, but pulled the agreements back for further review by the Department of Administrative Services.

1. Intergovernmental Agreement 171436-0, Tort Liability Coverage as a Provider for Psychiatric Security Review Board.

2. Form Amendment to County Contract with a Private Community Provider of PSRB Services, 3rd Party Agreement, which is Community Counseling Solutions.

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

2. FISCAL IMPACT:

None

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

1. Move to approve IGA # 171436 Tort Liability Coverage as a Provider for Psychiatric Security Review Board, authorizing County Administrator to sign the IGA.

2. Move to approve Form Amendment to County Contract with Private Community Provider (CCS) of PRSB Services (3rd Party Agreement) authorizing County Administrator or Chair to sign contract

Attach additional background documentation as needed.



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

**INTERGOVERNMENTAL AGREEMENT # 171436
TORT LIABILITY COVERAGE AS A PROVIDER FOR
PSYCHIATRIC SECURITY REVIEW BOARD**

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

1. **Term.** This Agreement shall become effective on July 1, 2021, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on June 30, 2023 or when the 2021 – 2023 Financial Assistance Agreement (FAA) between OHA and County is terminated, whichever occurs earlier.

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

County's tort liability coverage under ORS 278.315 is to the limits contained in ORS 30.260 to 30.300 and per Section 3. Indemnity by State. County remains liable for any damages, including the cost of defense, in excess of this limit.

3. Indemnity by State.

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

All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Email: Risk.Management@Oregon.gov
FAX: 503-373-7337
If questions: 503-373-7475

4. Statement of Work and Consideration.

- a.** The County shall continue to provide PSRB Mental Health Services (MHS 30-Service Description "Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board," hereinafter referred to as "MHS 30"), attached hereto as Attachment A, as specified in the 2021 – 2023 FAA.
- b.** The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.

- c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment or training of persons pursuant to the terms of the 2021 – 2023 FAA.
5. **Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA's biennial appropriation or limitation. The County understands and agrees that OHA's payment of amounts under this Agreement are attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.
6. **Termination**
 - a. This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.
 - b. OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:
 - (1) The County is deficient in providing PSRB Services as outlined in the MHS 30 Service Description within the time specified herein or any extension thereof.
 - (2) OHA's 2021 – 2023 FAA with County is terminated.
 - c. Termination under this Section shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.
7. **Records Maintenance and Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic, or other form that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County whether in paper, electronic, or other form that are pertinent to this Agreement are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and expiration or termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 8. Compliance with Applicable Law.** The County shall comply with all federal, state, and local laws and ordinances applicable to the services being provided under this Agreement. The County, its officers, and employees are not agents of OHA for the purposes of ORS 30.260 to 30.300. Without limiting the generality of the foregoing, County expressly agrees to comply with:

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

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

11. Signatures:

Morrow County

By:

	County Administrator	
Authorized Signature	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 25, 2021; email in contract file.

Approved by the Department of Administrative Services:

By:

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

ATTACHMENT A

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

Service ID Code: **MHS 30**

1. Service Description

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

a. Monitoring Services include:

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

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

b. Security and Supervision Services includes:

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

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

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

2. Performance Requirements

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

3. Reporting Requirements

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

<http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

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

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

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

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

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;
- g. Notification of Change of Residence; or

- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

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

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

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

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

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

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

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

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

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

Amendment No. 1 _____ **to County Contract No. 2021** _____**between Morrow County and** Community Counseling Solutions, Inc

Community Counseling Solutions/Morrow County Contract 2021

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

This amendment shall become effective on July 1, 2021, regardless of the date this amendment has been signed by all authorized parties. This amendment shall expire on June 30, 2023, unless the Contract between the Provider and the County is terminated earlier.

1. Statutory Authority.

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

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

3. County and Provider Obligation; Compliance

- a. Provider shall assist the County in County’s requirement to submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services. Provider shall provide services to OHA and County that comply with the service delivery for PSRB clients coded MHS 30 – Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (Attachment A), included in the 2021 – 2023 Financial Assistance Agreement (FAA). Payment for services shall be made through County according to the terms of the Contract between County and Provider or subsequent amendments to the Contract. County is required to monitor and assure that the Provider is in compliance with the service delivery as specified in Exhibit E, “General Terms and Conditions,” Section 6., “Provider Monitoring,” of the 2021 – 2023 FAA. If County fails to comply and assure service

delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.

- b. Upon notification by County to OHA that its Provider is deficient in service delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.
- c. All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Email: Risk.Management@Oregon.gov
FAX: 503-373-7337
If questions: 503-373-7475

4. Merger Clause

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

5. Provider Data:

Name of Provider:

Community Counseling Solutions, Inc

Mailing Address: PO Box 469

Heppner, Oregon 97836

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

6. Signatures:

Provider *Community Counseling Solutions*
By: _____

 Authorized Signature Title Date *8/31/21*

Morrow County

By: _____

 Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority

By: _____

 Authorized Signature Title Date

Approved by: Director, OHA Health Systems Division

By: _____

 Authorized Signature Title Date

Approved for Legal Sufficiency:

By:
Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 25, 2021; email in contract file.

Approved by the Department of Administrative Services:

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

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

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

Risk Management Division, Oregon Department of Administrative Services

Form Approved as to Legal Sufficiency:

Via e-mail by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, dated June 25, 2021, on file at Department of Human Services, Office of Contracts & Procurement.

Assistant Attorney General, Oregon Department of Justice

EXHIBIT 1

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

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

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

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

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

WHEREAS, County has entered into the 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services with the Oregon Health Authority, hereinafter referred to as "OHA," to receive funding to obtain necessary services by contracting with a provider of said services; and

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

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

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

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

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

A. PROVIDER REPRESENTATIONS

- 1 **Proof of Certification:** Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Contract.

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

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

3 Records Maintenance, Access and Confidentiality:

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

(1) Client identification;

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

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

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows: **Which Behavioral Health Providers are Required to Report in MOTS?** The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:
 - l. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

2. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
3. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
4. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions; contact MOTS Support at MOTS.Support@state.or.us.

4 Alternative Formats of Written Materials, Interpreter Services: In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

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

5 Reporting Requirements: Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions,

Section 14 Disclosure found within the 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County attached hereto and by this reference incorporated herein as Exhibit A.

- 6 **Compliance with Regulations:** Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement.
- 7 **Independent Contractor:** Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority, or County.
- 8 **Legal Compliance:** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority which is attached as Exhibit A and is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

13 Indemnification: Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims,

actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

- 14 **Non-discrimination:** Provider shall make available such necessary mental health services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
- 15 **Other Contracts:** Provider may make contracts with such other corporations or individuals as can effectively provide portions of the community mental health program, and monitor these contracts to assure contract compliance, adequacy of services and compliance with applicable county, state and federal laws and regulations.
- 16 **Financial Audit:** Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

B. PROVIDER COVENANTS

- 1 **Financial Assistance Contract:** Provider shall comply with all applicable provisions of that certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which is attached to this Contract as Exhibit A and by this reference incorporated herein.
- 2 **Scope of Services:** Provider shall comply with the following provisions of ORS 430.630:
 - a. Provide basic services for persons with mental retardation, alcohol abuse, alcoholism, drug abuse and drug dependence;
 - b. Provide services as alternatives to state hospitalization, when needed and approved by Department and subject to the availability of funds;
 - c. Provide services to persons with mental or emotional disturbances, subject to the availability of funds;
 - d. Assume responsibility for psychiatric care in state and community hospitals in certain circumstances; and
 - e. Enter into a written contract concerning the policies and procedures to be

followed when a patient is admitted to and discharged from the hospital during the period of hospitalization.

- 3 **Biennial Plan:** Provider shall prepare and implement, subject to Department approval, the following planning activities for the biennium:
 - a. Assess the needs of the citizens of Morrow County for mental health services.
 - b. Prepare and provide a program of comprehensive mental health services to meet identified needs.
 - c. Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.
- 4 **Service Elements:** Provider shall deliver the following Service Elements as per the descriptions in that certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction, Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, between the State of Oregon, acting by and through its Department of Human Services, and Morrow County, Exhibit A, attached hereto and by this reference incorporated herein.
- 5 **Commitment Services:** Provider shall carry out the responsibilities of the community mental health program under ORS 426.060 through 426.223 (involuntary treatment). It is understood Provider shall undertake and have the responsibility of preparing petitions and other court documents incidental to the commitment proceedings; provide pre-commitment consultation, evaluation and related services, schedule mental illness hearings in cooperation with the Morrow County Court and provide such further services in the involuntary treatment of individuals after commitment as may be provided on an outpatient basis.

C. COUNTY COVENANTS

- 1 **Schedule of payment:** If any of the funds are received by County, County shall be remitted to Provider upon receipt of funds from Department. This shall occur on a monthly basis.
- 2 **Payment of Funds:** County shall provide payment of any funds received from OHA to Provider for services pursuant to this Contract within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Contract.
- 3 **Maintenance of Effort:** Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of mental health services to the citizens of Morrow County, and to the local budget law, County declares its intention

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

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

D. TERMINATION

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

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

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

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

E. GENERAL PROVISIONS

- 1 **Effective Date:** This Contract is effective July 1, 2021. This Contract shall expire on December 31, 2021.

- 2 Assignment: No portion of this Contract shall be assigned by Provider without the prior written consent of County.
- 3 Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Provider's Executive Director will have ultimate responsibility for resolution of disputes among sub-contractor agencies.
- 4 Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

PROVIDER

COMMUNITY COUNSELING SOLUTIONS INC.



Kimberly Lindsay

Date: 5/24/21

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: June 2, 2021



Don Russell, Chair

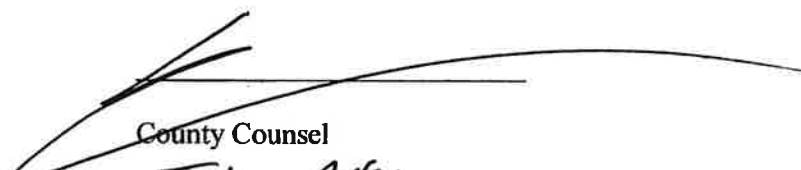


Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

APPROVED AS TO FORM



County Counsel
Josh Nelson
OSB #07-1460

ATTACHMENT A

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

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

Service ID Code: **MHS 30**

1. Service Description

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

a. Monitoring Services include:

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

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

b. Security and Supervision Services includes:

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

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

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

2. Performance Requirements

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.

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

3. **Reporting Requirements**

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

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

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

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

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

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;

- g. Notification of Change of Residence; or
- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

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

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

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

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

Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.

- (2) OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.
- (3) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.

ATTACHMENT B

TORT LIABILITY COVERAGE CLAUSE

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



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #
5c

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

Presenter at BOC: Nazario Rivera
 Department: Public Health
 Short Title of Agenda Item: **Intergovernmental Agreement (IGA) 170703**
 (No acronyms please)

Date submitted to reviewers: 09/01/2021
 Requested Agenda Date: 09/08/2021

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

<input type="checkbox"/> N/A		Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority		
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232		
Effective Dates – From: 06/30/2021	Through: 06/30/2023	
Total Contract Amount: N/A	Budget Line: N/A	
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Reviewed By:

<u>Nazario Rivera</u>	<u>09/01/2021</u>	Department Director	Required for all BOC meetings
	<small>DATE</small>		
<u>Darrell Green</u>	<u>09/03/2021</u>	Administrator	Required for all BOC meetings
	<small>DATE</small>		
<u>N/A</u>		County Counsel	*Required for all legal documents
	<small>DATE</small>		
<u>Kate Knopp</u>		Finance Office	*Required for all contracts; other items as appropriate.
	<small>DATE</small>		
<u>N/A</u>		Human Resources	*If appropriate
	<small>DATE</small>		

**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):

Attached for your signature is Intergovernmental Agreement (IGA) 170703 between Morrow County Environmental Health and the State of Oregon, acting by and through its Oregon Health Authority (OHA), Center for Health Protection, and its Environmental Public Health section.

This agreement provides details on the environmental health duties to be performed by the county.

2. FISCAL IMPACT:

None at this time. This agreement states that we as a county will ensure that environmental health needs are met for the county. Normally we contract these services through Umatilla County.

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

The suggestion is to move to approve the agreement to Oregon Health Authority Intergovernmental Agreement #170703 and authorize Commissioner Russell to sign on behalf of Morrow County.

Attach additional background documentation as needed.



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

AGREEMENT # 170703

OREGON HEALTH AUTHORITY INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County, by and through its Health Department**, the Local Public Health Authority (“LPHA”), each a “Party” and together, the “Parties.” This Agreement consists of this document and includes the following listed exhibits which are incorporated into this agreement:

- Exhibit A: Subcontractor insurance requirements

SECTION 1. AUTHORITY

- ORS 446.310 to 446.350 establishes a state licensure program for tourist facilities.
- Upon request from a county, ORS 446.425 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 446.310, 446.320, 446.330 to 446.340, 446.345, 446.350 and 446.990 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 448.005 to 448.090 establishes a state licensure program for pool and spa facilities.
- Upon request from a county, ORS 448.100 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 448.005, 448.011, 448.020 to 448.035, 448.040 to 448.060 and ORS 448.100 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, licensing, inspections, enforcement and issuance and revocation of permits and certificates in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 624.010 to 624.121 establishes a state licensure program for restaurants and bed and breakfast facilities.
- ORS 624.310 to 624.340 establishes a state licensure program for commissaries, mobile units, warehouse and vending machines.
- ORS 624.510 requires OHA to enter into this Agreement with a LPHA delegating to the LPHA the administration and enforcement within the jurisdiction of the LPHA of the

powers, duties and functions of the OHA director under ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992. This Agreement must describe the powers, duties and functions of the local public health authority relating to fee collection, licensing, inspections, enforcement, civil penalties and issuance and revocation of permits and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For LPHAs to request the duties and functions of OHA and for OHA to review whether the requested delegation is appropriate as described in Section 6 of this Agreement. For OHA to delegate responsibility to LPHAs who have requested the duties and functions of OHA for carrying out the following programs:
 - The Tourist Facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1).
 - The Pool/Spa program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1) except for the authority to issue variances under ORS 448.037 and except for plan review and approval under ORS 448.030 pursuant to ORS 448.100(1); and
 - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- For OHA to delegate responsibility to LPHAs for carrying out the restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the LPHA's performance.

SECTION 3. EFFECTIVE DATE

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **June 30, 2021** regardless of the date this Agreement has been fully executed by each Party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: André Ourso
Title: Administrator, Center for Health Protection
Date: July 1, 2021
Phone: (971) 673-0403
Email: andre.ourso@state.or.us

4.2 **LPHA'S AUTHORIZED REPRESENTATIVE IS:**

Name: Nazario Rivera
Title: Director
Date: July 1, 2021
Phone: (541) 676-5421
Email: nrivera@co.morrow.or.us

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

SECTION 5. DEFINITIONS

Unless otherwise specified the definitions in ORS 431.003, 446.310, 448.005, 624.005, 624.010, 624.310 and OAR 333, Divisions 12, 14, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175 apply to this Agreement.

- "CLEHS" means the Conference of Local Environmental Health Supervisors.
- "CLHO" means the Conference of Local Health Officials.
- "FIPP" means the Foodborne Illness Prevention Program.
- "FPLHS" means the Food, Pool and Lodging Health and Safety Programs.
- "LPHA" means the Local Public Health Authority.

SECTION 6. LPHA'S REQUEST FOR DELEGATION AND OHA REVIEW OF REQUEST

By signing this Agreement, **Morrow County** hereby requests delegation of the duties and functions of the Pool/Spa and Tourist Facilities programs. The requested delegation includes the following programs:

- The Tourist Facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1); and
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 pursuant to ORS 448.100(1) and except for the authority to issue variances under ORS 448.037.

After receipt of the request above and prior to signing this Agreement, the Director of OHA will evaluate the LPHA to determine whether delegation is appropriate under the applicable statutes and rules. ORS 446.425, 448.100, and 624.510; Oregon Administrative Rules Chapter 333, Division 12. This determination is primarily based on findings from the most recent Triennial

Review of the LPHA. By signing this Agreement, the Director of OHA hereby determines that delegation is appropriate as described in this Section.

SECTION 7. OHA RESPONSIBILITIES

OHA hereby delegates authority to administer the following programs to the LPHA:

- The Tourist Facility programs in accordance with 446.425.
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 and except for the authority to issue variances under ORS 448.037; and
- The restaurant, bed and breakfast facility, commissary, mobile unit and vending machine licensing programs to the LPHA in accordance with ORS 624.510.

To enable LPHA to carry out its delegated duties under this agreement, OHA shall:

- 7.1 Provide training to LPHA staff including at least one annual conference relating to the Food, Pool/Spa and Tourist Facilities programs and one virtual or in-person regional meeting. OHA will cover the costs for these meetings such as registration, room rental, food and beverages, and speaker fees but will not cover LPHA staff travel expenses (e.g. lodging, mileage, per diem beyond meals provided, etc.).
- 7.2 Provide a statewide licensing and inspection software application for use by LPHAs. OHA will provide support and technical assistance to users of the system. OHA will develop a communication protocol to provide direction on how to request support and technical assistance from contract vendors or FIPP staff.
- 7.3 Provide at no cost, printed materials required in statute or rule that are necessary to implement the programs and are listed on OHA General Requisition for 34-00A, such as but not limited to handwashing placards, compliance stickers, inspection forms, closure orders and license applications. OHA will consult with the Conference of Local Health Officials (CLHO) or its designee to determine additional printing needs.
- 7.4 Ensure access to electronic versions of the administrative rules, food handlers manuals and other educational materials.
- 7.5 Work with CLHO or its designee, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated, and which forms and documents will be provided to the LPHA in printed form.

In addition to CLHO, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:

- The number or proportion of limited English proficiency (LEP) persons eligible to be served or likely to be encountered by the LPHA;

- The frequency with which LEP individuals come into contact with the LPHA's environmental health services program;
 - The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
 - The resources available to OHA and the costs of interpretation/translation services.
- 7.6 Provide consultation and technical assistance to LPHAs to support implementation of the administrative rules and other laws enforced by LPHA under this Agreement relating to the Food, Pool/Spa and Tourist Facility programs.
- 7.7 Provide FIPP standardization and certificate of completion to at least one person in each LPHA as required in OAR 333-012-0060(3).
- 7.8 (Reserved)
- 7.9 (Reserved)
- 7.10 Provide LPHA with information relating to the status of variance applications within the LPHA's jurisdiction and communicate when necessary with LPHA's Environmental Health Supervisor if the status changes.
- 7.11 In September of each year, OHA will provide LPHAs with a projected FPLHS program budget and a preliminary list of all LPHA remittance fees for the next fiscal year or biennium (depending where the date lands in the fiscal biennium). This budget and remittance information will be reviewed at a regularly scheduled CLHO meeting or designated subcommittee. A second report containing the final budget and remittance totals will be provided in April at a regularly scheduled CLHO meeting and designated subcommittee.
- 7.12 Provide a budget update for Food, Pool/Spa and Tourist Facilities Programs that includes expenditures and remaining balances. Reports will be provided to CLHO or its designee in April and October of each year.
- 7.13 In March of each year, convene a workgroup consisting of CLHO representatives (including CLEHS and CLHO or its designee), a local public health administrator and food service industry members to review and provide recommendations for the Annual Program Plan for FIPP, Public Pool/Spa and Tourist Facility Programs. OHA staff shall provide the workgroup, CLEHS and CLHO or its designee with a report summarizing program activities from the previous year.
- 7.14 Consult with CLHO or its designee prior to any substantive modification to the Annual Foodborne Illness Prevention Program and Public Pool/Spa and Tourist Facility Program Plans and, in a timely manner, consult with CLHO or its designee regarding any other major changes to those programs that affect the LPHA, to the extent possible and feasible.

- 7.15 Provide personnel to LPHA to perform inspection services in the case of an emergency.
- 7.16 Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 14, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

SECTION 8. LPHA RESPONSIBILITIES

LPHA accepts OHA's delegation of authority to carry out the following programs:

- Tourist Facility program in ORS 446.310 to 446.350 and 446.990.
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 and except for the authority to issue variances under ORS 448.037; and
- Restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992.

Pursuant to OHA's delegation of authority, LPHA shall:

- 8.1 Carry out the statutes and rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement in ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090 (except for 448.030 and 448.037), ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.
- 8.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
- For the Tourist Facility program, fifteen percent (15%) of the state licensing fee or fifteen percent (15 %) of the county licensing fee, whichever is less, collected by county that quarter, in accordance with ORS 446.425.
 - For the Pool/Spa program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA's food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490.
 - (Biennial cost of FIPP / Total projected licensing revenue for the biennium for all LPHAs = Remittance Factor (Represented as a percentage.)) FIPP's biennial budget includes all program costs (i.e., staffing, fringe, travel, supplies, indirect costs, and statewide licensing software application). For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.

- For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023, the remittance factor is 12.81% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$2,328,526)/Total projected statewide licensing revenue for the biennium (\$18,179,220) =12.81%.)
- 8.3 Provide to OHA's Agreement Administrator with each quarterly remittance a written summary report that includes:
- The quarterly remittance amount due to support the FIPP. If the payment amount is greater or less than the fixed quarterly remittance payment, include both amounts; and
 - The total number of pool/spa licenses issued by the LPHA in the quarter for which the remittance is due; and
 - The total number of tourist facility licenses issued by the LPHA in the quarter for which the remittance is due, including the number of spaces for recreation parks.
- 8.4 Use or be transitioning toward the use of the statewide licensing software within 12 months of OHA notifying LPHAs that it has signed a contract with the service provider, if the LPHA is not already using this software.
- 8.5 Provide to OHA information required to produce Licensed Facility Statistics Reports (Stats Report) by February 28 of each year. Information required includes-the number of complaints by type, foodborne illness outbreak investigations conducted, enforcement actions taken, number of food handler cards issued, number of food service managers trained, environmental health FTE information for Food, Pool/Spa and Tourist Facility Programs, number of OHA-standardized staff and number of staff with National Swimming Pool Foundation-certified pool operator training or equivalent.
- 8.6 All licensing fees for food, pool/spa and tourist facilities as well as food handler certification fees collected by the LPHA are to be used to support the respective programs at the local and state level and cannot be used to support any other activities.

SECTION 9. ACCOUNTING

OHA may request that the LPHA provide an accounting of the fees collected pursuant to this Agreement for the previous three years and the LPHA and/or its subcontractor's expenditures of those fees to ensure the fees were expended only for the duties and functions delegated to the LPHA under this Agreement. Licensing fees must be used for inspection and related administration purposes only, including direct and indirect costs for the program. If an LPHA terminates this Agreement, any fees collected for inspections that the LPHA has not spent on services performed under this Agreement shall be returned to OHA within thirty days of termination.

SECTION 10. CONFLICT RESOLUTION

The Parties agree to meet, in person if possible, to discuss any conflict that arises between the Parties concerning this Agreement and to work in good faith to resolve the matter in a way that is mutually agreeable.

SECTION 11. REVIEW OF AGREEMENT

The Parties will review this Agreement every five years or sooner upon the agreement of both

Parties.

SECTION 12. SUSPENSION AND TERMINATION

- 12.1 Either Party may terminate this Agreement upon 180 days written notice to the other Party.
- 12.2 OHA may terminate this Agreement in accordance with OAR 333-012-0070(6) to (8).
- 12.3 If the delegations in this Agreement are suspended or terminated the LPHA must return any unexpended portion of the fees collected by the LPHA or its subcontractor under ORS 446.425(2), 448.100(2) and 624.510(2) to OHA for carrying out the powers, duties and functions under ORS 446, 448 and 624. For purposes of this paragraph any unexpended portion of the fees collected includes licensing fees collected for a given licensing year minus credits determined by OHA for inspections performed by the LPHA or its subcontractor, as documented in the statewide licensing database.
- 12.4 The LPHA may terminate this Agreement if the LPHA requests a transfer of the LPHA's responsibilities to OHA in accordance with ORS 431.382, but such a termination does not take effect until 180 days after OHA receives the request, unless otherwise agreed to by OHA and the LPHA.
- 12.5 Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except as specified in paragraph 11.3.
- 12.6 Any termination of this Agreement shall not prejudice any obligations or liabilities of either Party accrued prior to such termination.

SECTION 13. AMENDMENTS

- 13.1 The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.
- 13.2 This Agreement must be amended if the percentages or formulas for remittance in Section 8.2 change.

SECTION 14. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or number set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this section.

SECTION 15. SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 16. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 17. COUNTERPARTS

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

SECTION 18. LIABILITY AND INSURANCE

The LPHA and its employees or contractors in carrying out the functions and duties delegated in this agreement have the sole right of control as to the physical details of the manner of performance of the inspections to be conducted. The LPHA further understands and agrees that its employees or contractors carrying out the functions and duties delegated in this agreement will be properly trained by the LPHA with regard to the applicable statutes and rules of OHA relating to the delegated programs.

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 party (the "Notified Party") with respect to which the other party ("Other Party") may have 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. Receipt 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 LPHA (or would be if joined in the Third Party Claim), OHA 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 LPHA in such proportion as is appropriate to reflect the relative fault of OHA on the one hand and of the LPHA 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 OHA on the one hand and of the LPHA 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. OHA'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 LPHA is jointly liable with OHA (or would be if joined in the Third Party Claim), the LPHA 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 OHA in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of OHA 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 LPHA on the one hand and of OHA 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 LPHA'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.

LPHA shall require subcontractors to maintain insurance as set forth in Exhibit A ("Subcontractor Insurance Requirements") which is attached hereto.

SECTION 19. DAS REPORTING REQUIREMENT

The Parties agree that OHA shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHA shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 20. RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 21. NO THIRD-PARTY BENEFICIARIES

OHA and LPHA 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 22. MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

SECTION 23. SUBCONTRACTS AND ASSIGNMENT

23.1 If LPHA intends to contract with a person to perform services or activities required under this Agreement, such person may not perform any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580. LPHA must provide notice to OHA in accordance with OAR 333-014-0570(2) and (5) and subcontracts must comply with OAR 333-014-0570(4).

23.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement.

SECTION 24. INDEMNIFICATION BY SUBCONTRACTORS.

LPHA shall take all reasonable steps to cause 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 LPHA’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.

SECTION 25. ADDITIONAL PROVISIONS

25.1 Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA’s determination is that:

LPHA is a sub-recipient LPHA is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: (Not Applicable)

25.2 LPHA Data and Certification.

a. LPHA Information. LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): _____

County of Morrow, DBA Morrow County Health Department

Street address: 110 N. Court Street

City, state, zip code: Heppner, OR 97836

Email address: mchealth@co.morrow.or.us

Telephone: (541)676-5421 Facsimile: (541)676-5652

Federal Employer Identification Number: _____

Proof of Insurance:

Workers’ Compensation Insurance Company: SAIF

Policy #: 12261 Expiration Date: July 1, 2022

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:
- (1) The information shown in Section 25.2 a, LPHA Information, is LPHA’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) LPHA and LPHA’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) LPHA is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c.** LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA’s signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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

Signatures.

Morrow County, by and through it's Health Department:

By:

_____	Chair, Board of Commissioners	September 8, 2021
Authorized Signature	Title	Date

State of Oregon, acting by and through its Oregon Health Authority, pursuant to ORS 190

By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

Approved via email by:

Shannon Ofallon, Assistant Attorney General	June 29, 2021
Assistant Attorney General	Date

OHA Program Representative:

Approved via email by:

Brett W. Sherry, Program Manager, Regulatory Unit, Public Health Division	July 12, 2021	
Authorized Signature	Title	Date

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

EXHIBIT A

SUBCONTRACTOR INSURANCE REQUIREMENTS

LPHA shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between the LPHA and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. the LPHA shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. The LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall the LPHA permit a contractor to work under a Subcontract when the LPHA is aware that the contractor is not in compliance with the insurance requirements. As used in this Exhibit, a "first tier" contractor is a contractor with which the LPHA directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for

the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$ 1,000,000 per claim. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and LPHA's acceptance of all Services required under this Subcontract, or, (ii) LPHA's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

The LPHA shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in Exhibit A.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

STATE ACCEPTANCE:

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit A.

Roberta Lutcher

From: Ford Coral D <CORAL.D.FORD@dhsosha.state.or.us>
Sent: Tuesday, September 7, 2021 8:04 AM
To: Roberta Lutcher
Cc: Melissa Lindsay; Christy Kenny; 'Kimberly Lindsay'; Kimberly Lindsay; CROWELL Courtney * GOV
Subject: RE: Morrow County Proposal Submission - OregonBuys Number S-44300-00000496 OHA-RFA-5250

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

Thank you, Roberta. This email is confirming that I received your proposal.

Coral D. Ford
Procurement and Contract Specialist 3
Oregon Department of Human Services: Shared Services
Serving the Oregon Health Authority and Oregon Home Care Commission
☎ (503) 373-7313

Schedule:

Monday – Friday 7:30-4pm

From: Roberta Lutcher <rlutcher@co.morrow.or.us>
Sent: Friday, September 3, 2021 11:54 AM
To: Ford Coral D <CORAL.D.FORD@dhsosha.state.or.us>
Cc: Melissa Lindsay <mlindsay@co.morrow.or.us>; Christy Kenny <ckenny@co.morrow.or.us>; 'Kimberly Lindsay' <kimberly@ccsemail.org>; Kimberly Lindsay <Kimberly.lindsay@ccsemail.org>; CROWELL Courtney * GOV <Courtney.CROWELL@oregon.gov>
Subject: Morrow County Proposal Submission - OregonBuys Number S-44300-00000496 OHA-RFA-5250

Think twice before clicking on links or opening attachments. This email came from outside our organization and might not be safe. If you are not expecting an attachment, contact the sender before opening it.

Good morning,
Please accept Morrow County's attached Letter of Intent in reply to Request for Grant Proposals Number: OregonBuys Number S-44300-00000496, OHA-RFA-5250. If you have any questions or concerns, please do not hesitate to contact me.

Thank you and I hope you have a safe and enjoyable Labor Day Holiday,

Roberta Lutcher
Executive Assistant



Board of Commissioners

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

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

September 3, 2021

Coral Ford, Procurement & Contract Specialist 3
OHA Office of Contracts and Procurement
635 Capitol Street N.E., Suite 350
Salem, OR 97301
Email: coral.d.ford@dhsoha.state.or.us

RE: Request for Grant Proposal No: OregonBuys No. S-44300-00000496 OHA-RFA-5250

Part One

Tribe/Organization name:	Morrow County
Organization name DBA (if different from above):	N/A
Fiscal sponsor organization name:	Morrow County
Address:	[Redacted] OR 97836
Tax ID, EIN or FIN	[Redacted]
Contact name:	[Redacted] dsay
Contact email and phone:	mlindsay@co.morrow.or.us 541-676-9061 or 541-561-0234
Authorized signature name:	Commissioner Melissa Lindsay
Authorized signature email:	mlindsay@co.morrow.or.us
County Served:	Morrow County

Part Two

Dear Ms. Ford,

This letter is submitted in response to OHA-RFA-5250 in request for funding to support Morrow County in planning and development of behavioral health housing, including rental assistance, supportive housing, flexible housing, crisis respite and residential treatment in Morrow County for the support of our region. Morrow County currently lacks adequate housing across all socio-economic spectrums. Based upon data from Well Being in the Nation, 28% of all Morrow County residents reside in poor quality or unaffordable housing. At this time, 22% of households in our region are cost-burdened for housing, meaning they are paying 30% or more of their income on housing. It is well known that the cascading effects of mental illness might leave them in a precarious housing situation, or even cause them to lose their homes. Having a safe and secure place to live is an important part of recovery, along with access to services that enable those with mental health conditions to live as independently as possible.

Morrow County routinely works closely with Community Counseling Solutions and other service providers. The Morrow County Local Public Safety Coordinating Council (LPSCC) has been actively addressing behavioral health issues in Morrow County for over 15 years. Historical and current work includes support and implementation of secure and non-secure residential treatment, supported housing, respite beds and a mental health treatment court. This work has been supported by Greater Oregon Behavioral Health, Inc. (GOBHI) and the Eastern Oregon Coordinated Care Organization (EOCCO).

Morrow County has an active LPSCC, which meets monthly to assess all issues related to public safety and to develop plans to address and improve efficiencies. This topic has been on the list of goals and conversations of these stakeholders for some time. Similar community partners also regularly participate in the “Community Resource Roundtable.” This group is developing a database of all resources in the region and, again, this topic is often discussed. As a rural county, Morrow County actively seeks opportunities to collaborate and plan locally with community partners and this funding opportunity will bring additional resources toward a focused project in a much-needed area.

With funding from OHA, Morrow County proposes to conduct a thorough needs assessment (\$10,000 in data collection and evaluation) to identify geographic and treatment areas of need. Once the assessment is completed, a planning committee will be convened (\$12,000 in staffing, meeting costs and participation stipends), to include a minimum 50% participation by those with lived experiences. Patients and family members participating in this capacity will receive a stipend to offset the cost of their time. Rural communities are significantly underserved in behavioral health, so patient/family participation in planning will assist the project team in identifying unique barriers and solutions for this population. In fact, rural Americans face significantly worse behavioral health outcomes than their urban counterparts, despite similar prevalence, due to lack of access to care (Morales, 2020). Rural LGBTQ+ communities and residents are also less likely to have access to affirming and appropriate care (Healthy People, 2020). To ensure a well-represented stakeholder group, planning committee participants will include members who identify as LGBTQ+ and members from the Black, Indigenous, People of Color (BIPOC) community, in particular members of the Hispanic community since they comprise approximately 36% of Morrow County’s population (Oregon by the Numbers 2020, Ford Foundation). Morrow County and Morrow County Public Health, along with our partners, are connected to the many organizations serving the Latinx population. These include the Community Action Program of East Central Oregon (CAPECO), Federally Qualified Health Centers (FQHCs), community-based organizations (CBOs) such as Euvalcree, Doulas Latinas, Oregon Rural Action, and United Farm Workers. These entities work in tandem to further support our efforts to bring assistance to, and invest in, culturally and linguistically appropriate capacity. It is critical to Morrow County that any proposal is sustainable and, as a result, a significant portion of the budget is committed to financial planning.


A budget summary is provided below:

Needs Assessment:	\$10,000
Staff time:	\$ 6,000
Data analysis services:	\$ 4,000

Planning Committee:	\$12,000
Participation stipend:	\$ 3,000
Meeting costs (facility, A/V, etc.):	\$ 2,000
Staff time:	\$ 7,000
Site Proposal and Financial Model:	\$23,000
Financial analysis:	\$10,000
Report preparation:	\$ 7,000
Staff time:	\$ 6,000
Indirect Costs (10%):	\$ 5,000

We would like to thank OHA for the opportunity to apply for funding and look forward to working with OHA to increase access to services for some of Oregon's most vulnerable residents.

Sincerely,


 Commissioner Melissa Lindsay
 Morrow County Board of Commissioners

List of organizations supporting this letter of intent:

Morrow County Board of Commissioners
 Community Counseling Solutions
 Morrow County Sheriff's Office
 Boardman Police Department
 Umatilla Morrow Domestic Violence Services
 Morrow County Veterans Services
 Morrow County Juvenile Department
 Morrow County Justice Court
 Morrow County Public Health Department
 Morrow County Parole and Probation
 Morrow County Local Public Safety Coordinating Council
 Umatilla Morrow Circuit Court
 Oregon Youth Authority
 Oregon Department of Human Services, District 12
 City of Irrigon
 City of Boardman
 City of Heppner



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 09-08-21

Request to amend consent calendar motion from September 1, 2021.

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:

Kate Knop 09-02-2021 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):

Morrow County Board of Commissioners approved the consent calendar including accounts payable (AP) claims check run for September 2, 2021 for \$216,301.01. After approval, the claims batch was modified, by mistake, increasing the AP check run by \$12,318.25 for a revised total of \$228,619.26.

The increase in AP claims include the following invoices:

1. Dale Adlard - Saw Sharpening, \$15.00 (posted to public works, #101-121-5-20-2285)
2. Murray's Drug, \$16.99 (posted to public works, #101-121-5-20-2285)
3. Ennis-Flint, \$8,415 (posted to road fund, #202-220-5-20-2320)
4. RDO, \$596.26 (posted to road fund, #202-220-5-20-2256)
5. Karpel annual maintenance agreement, \$2,750 (posted to district attorney, #101-111-5-20-3714); and
6. Chadwick Center for Children, \$525 (posted to cami fund, #223-111-5-20-2110).

Attached is supporting documentation including vendor invoices, and the AP payment register.

2. FISCAL IMPACT:

Increase in AP claims check run for \$12,318.25.

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

Move to amend motion on September 1, 2021 approving consent calendar increasing accounts payable claims for \$228,619.26.

Attach additional background documentation as needed.

Vendor # 00169

→ DALE ADLARD -
SAW SHARPING
PO BOX 132
541-676-9668
HEPPNER 97836

973521

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 8-1-2021	
NAME Morrow County					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD. PAID OUT
QUANTITY	DESCRIPTION		PRICE	AMOUNT	
1					
2	1	12" - 20 teeth			
3		Shaper			15.00
4		Saw Blade			
5					
6					
7		10-12-520-2285			
8		ABC			
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY					

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Received By
AUG 30 2021

Morrow County
Finance

Vendor # 00189

<< CUT ALONG DASHED LINE

MURRAY DRUGS, INC. & COUNTRY ROSE
 217 N MAIN, PO BOX 427
 HEPPNER OR 97836
 541-676-9158

MURRAY DRUGS, INC. & COUNTRY
 217 N MAIN
 PO BOX 427
 HEPPNER OR 97836

Statement Of Account

RECEIVED AUG 30 2021

STATEMENT DATE
25-Aug-21

ACCOUNT NUMBER
342

PAGE NO
1

STATEMENT DATE
25-Aug-21

ACCOUNT NUMBER
342

TO: M.C. PUBLIC WORKS DEPARTMENT
 PO BOX 428
 LEXINGTON, OR 97839

M.C. PUBLIC WORKS DEPARTMENT

TO ENSURE PROPER CREDIT TO YOUR
 ACCOUNT ALWAYS RETURN THIS PORTION
 OF THE STATEMENT WITH YOUR PAYMENT
 << CUT ALONG DASHED LINE

ALL PURCHASES ARE DUE AND PAYABLE BY 10th OF MONTH FOLLOWING PURCHASE

\$ _____ AMOUNT REMITTED

DATE	INVOICE	DESCRIPTION	AMOUNT	BALANCE
23-Aug-21	983669	OPENING BALANCE	0.00	0.00
			16.99	16.99

INVOICE	AMOUNT	X
OPENING	0.00	<input type="checkbox"/>
983669	16.99	<input type="checkbox"/>

Received By
 AUG 30 2021
 Morrow County
 Finance

CURRENT AMT DUE
16.99

PAST DUE 1 MONTH
0.00

PAST DUE 2 MONTHS
0.00

PAST DUE 3 MONTHS
0.00

TOTAL DUE
16.99

PLEASE PAY THIS AMT	
TOTAL >	16.99

WWW.HEPPNER.NET/MURRAYS
 EMAIL: MURRAYDRUG@GMAIL.COM

Received By
 AUG 30 2021

Morrow County
 Finance

Customer Transaction Details

T D N								S D	
A E E	M.C. PUBLIC WORKS DEPARTMEN Acct#:342 Inv:983669 Term:4 Sales Person:26							E I	
X F T	Scan Number	Description	Part #	Qty	Price One	Sell Price	Per Qty	Ext	L S
	701890112896	CAR CHARGER MICRO 130a	PC-MICUS82AQ3	1	16.99	16.99 /	1	16.99	L C
	Account Number: 342 Name: Memo:			CHARGE	16.99			Sub Total 16.99	
								Total Tax 0.00	
								Grand Total 16.99	

Bill Curator

*Len M...
10/1/21 520
M...
GMP*

Received By

AUG 30 2021

Morrow County
Finance





ENNIS-FLINT
The Mark of Traffic Safety®

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

Venpa # 02231
<< INVOICE >>

PAGE 1

INVOICE DATE 8/20/2021
INVOICE NO 419657
CURRENCY ID USD

PLEASE REMIT TO:

PO Box 603518
Charlotte, NC 28260-3518

RECEIVED AUG 30 2021

S 25564
O MORROW COUNTY ROAD DEPT./OR
L Matt Scrivner 541 989 9502
D P.O. BOX 428
T LEXINGTON, OR 97839-0428
O

S GENERAL
H MORROW COUNTY ROAD DEPT./OR
I P.O. BOX 428
P LEXINGTON, OR 97839
T
O

TOTAL DUE 8,415.00

CONTRACT NUMBER 8512

CUSTOMER PO NO EMAIL DAVE PRANGER

SLS1	SLS2	CSSS	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	BOL NUMBER
99		CSG	9/19/2021	8/20/2021	00195640	8/16/2021	8/19/2021	820152929

TERMS DESCRIPTION	SHIP VIA	INCOTERMS	NAMED LOCATION	PAYMENT METHOD
Net 30 Days	CPU (Customer Pick u	DAP	EnnisFlint Shipping Dock	PP-PREPAID

ITEM ID	LOCATION	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
983711-SQB250	SLM	GL	750.000000	750.000000	11.220000	8,415.00
WB WHT OR FAST DRY ORW21M4						
HTS Code: 3209.10.0000						
Stainless Steel / Square 2way / 250G (1000L) Cap						
Lot No						
	SP2107W0809	250.000000				
	SP2107W0874	250.000000				
	SP2108W0895	250.000000				
D	SLM	NA	1.000000	1.000000	0.000000	0.00

Order Notes
HTS Code:
CUSTOMER WANTS TO PICK UP

PLEASE NOTIFY DAVE WHEN READY
541-989-9502
541-240-1743

202220 520 2320
EM

Received By
AUG 30 2021
Morrow County
Finance

We appreciate your business.
For any questions or concerns about your
invoice, Please call (800) 331-8118

Federal Tax ID: 75-2657523

TAXABLE	NONTAXABLE	FREIGHT	SALES / GST TAX	CC FEE	TOTAL
0.00	8,415.00	0.00	0.00	0.00	8,415.00

TOTAL DUE 8,415.00 USD

Terms and Conditions:
For Remittance by Credit Card, a 3% transaction fee will be assessed.



RDO Equipment Co.
 5401 NW Rieth Road
 PO Box 1368
 Pendleton, OR 97801
 541-276-6341
 Fax: 541-276-0085

Venson # 04422
 For Billing Inquiries or to receive invoices via E-mail or MyDealer website, please contact RDOAR@rdoequipment.com

RECEIVED AUG 30 2021

Ship to: N/A

Branch
 PENDLETON, OR *REPRINT* CNNYYY
 Date 06/23/21 Time 14:07:40 (R) Page 01
 Account No. 9061009 Phone No. 5419899500 Invoice No. P2937964
 Ship Via Purchase Order 1305
 Tax Exemption Number Federal ID Number
 Salesperson TPG

Invoice to: MORROW COUNTY PUBLIC WORKS
 P.O. BOX. 428
 365 W HWY 74
 LEXINGTON OR 97839

PARTS INVOICE

ORDER#: 103770

596.26 202220 520 2256
 [Signature]

* We're offering parts, services & sales during restrictions.
 Learn more at RDOequipment.com/COVID-19
 ** Buy parts online and view your invoices at RDOequipment.com/account
 Create your FREE RDO Account today!

Part#	Description	Bin	ORD	ISS	SHP	B/O	U	Price	Amount
DZ112918	Filter Element	VT06B2	1	1	1			94.99	94.99
	NOTE: DZ112918 IS A REPLACEMENT FOR RE533911								
RE539465	FILTER ELEMENT	VT06C2	1	1	1			79.48	79.48
AT335492	HYDRAULIC FILTE	RK075	2	2	2			80.01	160.02
	Hydraulic Filter								
AT367840	OIL FILTER	RK075	1	1	1			75.19	75.19
AT311066	AIR FILTER	RK109	1	1	1			131.23	131.23
AT311067	AIR FILTER	NOBIN	1			1		71.00	
DZ101884	Filter Kit	FR3C	1	1	1			30.56	30.56
	NOTE: DZ101884 IS A REPLACEMENT FOR RE521420								
AT191102	AIR FILTER	RK161	1	1	1			13.83	13.83
AT307501	AIR FILTER	RK107	1	1	1			10.96	10.96

1DW772GPJF690591

TOTAL DUE RDO 596.26

-----+
 | Payments are due on your RDO account 30 days from the invoice date |
 +-----+

 PLEASE REMIT TO: RDO EQUIPMENT CO.
 1707 EAST JAMES ST.

Thank you for your Business

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

AUG 30 2021
 Morrow County Finance [Signature]

Vendor # 06014



Karpel Solutions
 9717 Landmark Parkway Drive
 Suite 200
 St. Louis, MO 63127
 (314) 892-6300

Date	Invoice
08/16/2021	52904

Bill To:
 Morrow County District Attorney's Office-
 OR
 Attn: Deona Siex
 100 S. Court St.
 PO Box 664
 Heppner, OR 97836
 United States

Ship To
 Morrow County District Attorney's Office-
 OR
 100 S. Court St.
 PO Box 664
 Heppner, OR 97836
 United States

Terms	Due Date	PO Number	Reference
Due Upon Receipt	08/16/2021	Sept 2021- Aug 2022	Annual Billing for 2021-2022

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Maintenance			
Annual PBK Maintenance	5.00	\$450.00	\$2,250.00
Agreement PBK Annual Hosting			
Annual PBK Hosting Fee	5.00	\$100.00	\$500.00
Total Managed Services Details:			\$2,750.00

Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	Invoice Subtotal:	\$2,750.00
	Sales Tax:	\$0.00
	Invoice Total:	\$2,750.00
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$2,750.00

101-111-5-20-3714

Jim Approval
 8/23/21

Received By
 AUG 30 2021

Morrow County
 Finance

202108313166 Vendor # 07465

Julia Finch

From: San Diego Conference Committee <sdconference@rchsd.org>
Sent: Monday, August 30, 2021 3:21 PM
To: Julia Finch
Subject: Registration Confirmed - The 37th Annual San Diego International Conference on Child and Family Maltreatment

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

Dear Julia,

Your registration has been confirmed. Please save this email for future reference.

Event: The 37th Annual San Diego International Conference on Child and Family Maltreatment

Attending: Julia Finch

Number in Party: 1

Time: 8:00 AM

Date: January 22- January 28, 2021

Confirmation Number: X3NPKHF5XTR

Paying by Check?

Check must be paid in full by January 20th, 2022 to gain access to the Conference.

Checks will not be accepted on/after January 20th, 2022.

Please mail your check to the following address:

Chadwick Center for Children & Families
Conference Registration, MC 5017
RCHSD
3020 Children's Way
San Diego, CA 92123



TOTAL \$ 525.00

Julia Approved
8/30/21

223-111-5-20-2210

Received By
AUG 30 2021
Morrow County
Finance

PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-00146	NEIGHBORHOOD CENTER OF SOUT									
I	202108243108	SEP 2021 MONTHLY ALLOCATION APBK			R	9/10/2021		1,666.66 1,666.66	1,666.66CR	
				REG. CHECK				1,666.66 1,666.66	1,666.66CR 0.00	0.00

01-00147	IRRIGON - BOARDMAN EMERGENC									
I	202108243109	SEP 2021 MONTHLY ALLOCATION APBK			R	9/10/2021		1,666.66 1,666.66	1,666.66CR	
				REG. CHECK				1,666.66 1,666.66	1,666.66CR 0.00	0.00

01-00149	COLUMBIA IMPROVEMENT DISTRI									
I	202108243110	SEP 2021 BRDMN SHER OFF/REN APBK			R	9/10/2021		350.00 350.00	350.00CR	
				REG. CHECK				350.00 350.00	350.00CR 0.00	0.00

01-00169	ADLARD, DALE									
I	973521	BLADE SHARPENING	APBK		R	8/01/2021		15.00 15.00	15.00CR	
				REG. CHECK				15.00 15.00	15.00CR 0.00	0.00

01-00174	CITY OF HEPPNER WATER DEPAR									
I	202108263142	AUG 2021 EMERG MANAGE IRRIG APBK			R	9/15/2021		178.10 178.10	178.10CR	
I	202108263143	AUG 2021 EMERG MANAGE BLDG APBK			R	9/15/2021		108.10 108.10	108.10CR	
I	202108263144	AUG 2021 AG MUSEUM	APBK		R	9/15/2021		97.87 97.87	97.87CR	
I	202108263145	AUG 2021 COURTHOUSE	APBK		R	9/15/2021		245.07 245.07	245.07CR	



PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-00174	CITY OF HEPPNER WATER DEPAR (CONT)									
I	202108263146	AUG 2021 FAIRGROUNDS	APBK		R	9/15/2021		398.64 398.64	398.64CR	
I	202108263147	AUG 2021 LIBRARY/MUSEUM	APBK		R	9/15/2021		62.34 62.34	62.34CR	
I	202108263148	AUG 2021 BART BLDG	APBK		R	9/15/2021		62.34 62.34	62.34CR	
I	202108263149	AUG 2021 SHERIFF STATION 2	APBK		R	9/15/2021		59.37 59.37	59.37CR	
I	202108263150	AUG 2021 BART IRRIGATION #1	APBK		R	9/15/2021		64.26 64.26	64.26CR	
I	202108263151	AUG 2021 BART IRRIGATION #2	APBK		R	9/15/2021		86.04 86.04	86.04CR	
				REG. CHECK				1,362.13 1,362.13	1,362.13CR 0.00	0.00

01-00183	DEVIN OIL CO INC									
I	CL61717	JUL 2021 PUBLIC HEALTH FUEL	APBK		R	8/30/2021		53.22 53.22	53.22CR	
				REG. CHECK				53.22 53.22	53.22CR 0.00	0.00

01-00189	MURRAY'S DRUG INC X									
I	983669	PUBLIC WORKS/MISC SUPPLY	APBK		R	9/10/2021		16.99 16.99	16.99CR	
				REG. CHECK				16.99 16.99	16.99CR 0.00	0.00

01-00207	HEPPNER CHAMBER OF COMMERCE									
I	202108243114	2021 FAIR & PARADE ENTRY FO	APBK		R	8/10/2021		400.00 400.00	400.00CR	
				REG. CHECK				400.00 400.00	400.00CR 0.00	0.00

PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-01213	PETERSON, CORY									
I	202108243122	2021 FAIR/SATURDAY MUSIC	APBK		R	8/23/2021		1,000.00 1,000.00	1,000.00CR	
				REG. CHECK				1,000.00 1,000.00	1,000.00CR 0.00	0.00

01-01629	OR FAIRS ASSOCIATION									
I	00134	2021-22 OFA MEMBER DUES	APBK		R	7/10/2021		2,000.00 2,000.00	2,000.00CR	
				REG. CHECK				2,000.00 2,000.00	2,000.00CR 0.00	0.00

01-01636	MONTES DE OCA, MARTIN									
I	202108243107	AUG 19 2021 INTERPRETER FEE	APBK		R	8/19/2021		100.00 100.00	100.00CR	
I	202108243107-M	AUG 19 2021 MILEAGE FEE	APBK		R	8/19/2021		3.36 3.36	3.36CR	
				REG. CHECK				103.36 103.36	103.36CR 0.00	0.00

01-02207	GENTRY, TERRI									
I	202108243123	2021 FAIR/HERDSMANSHIP JUDG	APBK		R	8/11/2021		200.00 200.00	200.00CR	
				REG. CHECK				200.00 200.00	200.00CR 0.00	0.00

01-02231	ENNIS-FLINT, INC									
I	419657	WHITE FAST DRY STRIPING PAI	APBK		R	9/19/2021		8,415.00 8,415.00	8,415.00CR	
				REG. CHECK				8,415.00 8,415.00	8,415.00CR 0.00	0.00

x

✓

PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-03913	MILLER & SONS DISPOSAL SERV									
I	202108243102	JUL 2021 DISPOSAL SERV/FAIR APBK			R	8/30/2021		80.00 80.00	80.00CR	
				REG. CHECK				80.00 80.00	80.00CR 0.00	0.00

01-03950	LABORATORY CORPORATION OF A									
I	70133457	JUL 2021 LAB SERVICES	APBK		R	7/31/2021		126.00 126.00	126.00CR	
				REG. CHECK				126.00 126.00	126.00CR 0.00	0.00

01-04147	CARLSEN, NANCY									
I	202108243125	2021 FAIR/ARTS & CRAFTS JUD APBK			R	8/23/2021		330.00 330.00	330.00CR	
				REG. CHECK				330.00 330.00	330.00CR 0.00	0.00

01-04432	RDO EQUIPMENT CO X									
I	P2937964	#1305/9 FILTERS	APBK		R	7/23/2021		596.26 596.26	596.26CR	
				REG. CHECK				596.26 596.26	596.26CR 0.00	0.00

01-04460	COMMUNITY COUNSELING SOLUTI									
I	7272021MOR	APR-JUN 2021 KT#154978	APBK		R	7/27/2021		43,670.00 43,670.00	43,670.00CR	
				REG. CHECK				43,670.00 43,670.00	43,670.00CR 0.00	0.00

PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

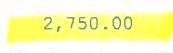
01-04842 TYLER TECHNOLOGIES										
I	VS-ORE-025-2021	2021-22 STATE SOLUTION PROG APBK			R	10/15/2021		898.00 898.00	898.00CR	
				REG. CHECK				898.00 898.00	898.00CR 0.00	0.00

01-05599 CENTURYLINK										
I	202108253133	AUG 2021 MC P & P/INTERNET APBK			R	8/28/2021		86.73 86.73	86.73CR	
				REG. CHECK				86.73 86.73	86.73CR 0.00	0.00

01-05912 PROSPECTOR ICE										
I	33031	OHV PARK/ICE DELIVERY APBK			R	8/20/2021		145.00 145.00	145.00CR	
				REG. CHECK				145.00 145.00	145.00CR 0.00	0.00

01-06014 KARPEL SOLUTIONS, INC.										
I	52904	2021-22 ANNUAL MAINT AGREEM APBK			R	8/16/2021		2,750.00 2,750.00	2,750.00CR	
				REG. CHECK				2,750.00 2,750.00	2,750.00CR 0.00	0.00

01-06379 SYKES PUBLISHING										
I	17321	HEALTH 2021 SUBSCRIPT/GAZET APBK			R	8/15/2021		31.00 31.00	31.00CR	
				REG. CHECK				31.00 31.00	31.00CR 0.00	0.00



PACKET: 06512 SEP/02/AP

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-07291	HAMBLETON, DANIEL									
I	202108243111	SEP 2021 HEALTH OFFICER PYM APBK			R	9/10/2021		334.00 334.00	334.00CR	
				REG. CHECK				334.00 334.00	334.00CR 0.00	0.00

01-07451	BI INCORPORATED									
I	1255169	ELECTRONIC MONITOR SUPPLIES APBK			R	7/11/2021		92.70 92.70	92.70CR	
I	1256122	ELECTRONIC MONITOR SUPPLY APBK			R	7/22/2021		610.61 610.61	610.61CR	
				REG. CHECK				703.31 703.31	703.31CR 0.00	0.00

01-07452	DATAPRO SOLUTIONS, INC.									
I	29043	OCT-DEC 2021 ASCENTIS/HR PR APBK			R	9/30/2021		6,900.00 6,900.00	6,900.00CR	
				REG. CHECK				6,900.00 6,900.00	6,900.00CR 0.00	0.00

01-07465	CHADWICK CENTER FOR CHILDRE X									
I	202108313166	2022 CCCF CONFERENCE/FINCH APBK			R	1/20/2022		525.00 525.00	525.00CR	
				REG. CHECK				525.00 525.00	525.00CR 0.00	0.00

01-07575	DRAKE, RICK									
I	202108243112	2021 MC FAIR/SOUND SERVICES APBK			R	8/12/2021		300.00 300.00	300.00CR	
				REG. CHECK				300.00 300.00	300.00CR 0.00	0.00



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

(For BOC Use)
Item #
6a

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

Presenter at BOC: Linda Skendzel
Department: Morrow County Veterans Services
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 8/31/2021
Requested Agenda Date: 9/8/2021

Annual Application for Oregon Department of Veterans' Affairs Funds

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

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:
Linda Skendzel 8/31/21 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):

The approved budget indicated Revenue from ODVA of \$78,054. Current Approved Veterans Services Department Budget \$111,180.

The new ODVA amount of \$81,736, increases revenue by \$3,682 GL line item 101-106-3-30-3551.

This increases the annual department total to \$114,862. Payments to be received quarterly, in the amount of \$20,434.

We are requesting Finance to adjust the amount of pass through funding by budget adjustment or budget resolution to reflect the increased funding for a department total of \$114,862.00.

ODVA accepts the carryover funds (aka Carry Forward Funds) as shown on the Annual Application FY21/22.

Board of Commissioners Chair to Approve and sign Annual Application for Funds, and prepare a memo that indicates when the budget update approving funds will be finalized.

Add a GL revenue line item for Carry Forward funds. Add GL revenue line item for County Contribution.

See attached email from Brenna Bandstra, Oregon Department of Veterans' Affairs outlining best practices.

The Budget Request & Approved Budget included \$3,000 for Miscellaneous Revenue line item 101-106-3-60-4187 which is contingent upon Grant Award. The following is for discussion only at this time:

In the past (ODVA) Oregon Department of Veterans' Affairs shared funding opportunities for various programs, recently the focus is on Suicide Awareness & Prevention. This grant will be available this FY in an amount up to \$4,000.

Due to our previous budget approval of \$3,000, we will not be applying for an amount that exceeds the current budgeted amount. However, if we receive the grant and expenses exceed the approved amount, we will use other budgeted outreach funds to cover the costs from Operating costs & Outreach expenses, GL line item 101-106-5-20-2282.

2. FISCAL IMPACT:

Increase in funding changes revenue.

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

1. Approve the Annual Application for funds and request Finance to correct amount by budget adjustment or resolution, for GL line item 101-106-3-30-3511 to reflect additional revenue.
2. Board of Commissioners Chair to sign the Annual Application for Funds and prepare a memo indicating a date when the budget will reflect the new total revenue.
3. Request Finance to add a new GL Revenue line items: Carry Forward funds, and line item for County Contribution. Note on line item Other Revenue "Grant Funding contingent on award".

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

8/3/2021

Don Russell
Commissioner and Chair, Morrow County
P.O. Box 788
Heppner, OR 97836

Dear Chair Russell:

The mission of the Oregon Department of Veterans' Affairs (ODVA) is to serve and honor veterans through our leadership, advocacy and strong partnerships. We recognize that we cannot carry out our mission without the hands-on work that the County Veteran Service Officers perform.

Enclosed is an application for the county to receive ODVA pass-through funds for July 1, 2021 through June 30, 2022 to expand and enhance county veteran services. When identifying carry forward amounts, ODVA is considering the statutory requirements around the appropriation of these dedicated funds and their uses.

The following documents should be submitted to ODVA via email: ODVA_CVSO-NSOFunding@odva.oregon.gov no later than August 31, 2021:

- Completed application for ODVA pass-through funds, signed by a County Commissioner or County Judge.
- A copy of the approved budget for the County Veteran Services Office for FY 2022 (July 1, 2021 - June 30, 2022), including any unspent Veteran Services funds carried forward from FY 2021 (July 1, 2020 – June 30, 2021).
- If changes have been made to the prior fiscal year since submitting the FY 2021 4th quarter report, provide actual revenue and expenditures. This only needs to be included if significant changes have occurred since you submitted the fourth quarter report.
- If the county contracts for the provision of veteran services, a signed copy of the contract (see section on contracting below).

Fund distributions are made quarterly, upon receipt of expenditure and activity reports submitted no later than the last business day of the month following the end of the quarter. All forms must be signed by an individual authorized by the county. Quarterly reports will be due:

- October 31, 2021
- January 31, 2022
- April 30, 2022
- July 31, 2022



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

County Contracting for Veteran Services. A county may contract for veteran services. The written contract must include specific deliverables that meet the criteria in ORS 406.450 and ORS 408.410. A county may only use state pass-through funding for a purpose listed in statute. Any such contract must be sent to ODVA within 30 days of its execution.

Brenna Bandstra, Statewide Veteran Services, will be assisting the organizations with this process. Please feel free to contact Brenna at (503) 373-2090 or at Brenna.BANDSTRA@odva.oregon.gov.

We thank you for the invaluable services you provide to our veterans and their families, and we look forward to our continued partnership.

Sincerely,

Sheronne Blasi
Director, Statewide Veteran Services

Enclosure: Application to Receive ODVA Funds



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than 8/31/2021** in order to receive state funds for the county's Veteran Services Office. Please submit the documents to: ODVA_CVSO-NSOFunding@odva.oregon.gov.

SUBMIT TO: ODVA_CVSO-NSOFunding@odva.oregon.gov

TIME PERIOD
July 1, 2021 to June 30, 2022

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

COUNTY
Morrow

Budgeted Revenue for July 1, 2021 to June 30, 2022

ITEM	AMOUNT
County Funds	\$ 25,341
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)</i>	\$ 4,785
ODVA Funds for 2021-22	\$ 81,736
Other Funds <i>(Identify source) (Contingent on Award of Grant Funds)</i>	\$ 3,000
TOTAL REVENUE	\$ 114,862

Budgeted Expenditures for July 1, 2021 to June 30, 2022

TOTAL BUDGETED EXPENDITURES \$ 114,862

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county Veteran Services Office for the fiscal year 2022.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2021, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county Veteran Services Office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

Don Russell

Signature of Authorized County Representative named above

Date Signed

September 8, 2021

Title of Signer

Email Address

Telephone Number

Chair, Board of Commissioners

drussell@co.morrow.or.us

541-676-5613

ODVA APPROVED FOR FUNDING

Authorized Signature

Date

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

IN THE MATTER OF)
 ADOPTING THE BUDGET, MAKING) RESOLUTION NO. R-2021-16
 APPROPRIATIONS, IMPOSING AND)
 CATEGORIZING THE TAXES....)

BE IT RESOLVED that the Board of Commissioners of Morrow County hereby adopts the budget for fiscal year 2021-2022 in the sum of \$60,760,485.

This budget is now on file at the Morrow County Courthouse in Heppner, Oregon.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2021, and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND	
Board of Commissioners	\$ 676,593
Administrative Services	600,944
County Assessor/Tax Collector	931,195
County Treasurer	137,565
County Clerk	365,424
Veterans Officer	111,180
Board of Equalization	2,936
Justice Court	335,763
District Attorney	439,146
Juvenile Department	410,274
Sheriff	4,653,813
Health Department	1,559,374
Planning	639,587
Community Development	156,757
Emergency Management	125,933
Surveyor	169,183
Museum	11,000
Public Works Administration	76,085
Public Works General maintenance	711,514
Solid Waste Transfer Station North	44,425
Solid Waste Transfer Station South	60,706
Transfers to Other Funds	3,042,189
Computer	221,759
Weed Department	142,668
Nondepartmental Personnel Services	86,171
Nondepartmental Materials & Services	622,850
Nondepartmental Capital Outlay	330,000

Morrow County Veterans Services program has \$4,785 remaining in carryover funds for FY2020/2021. The program was unable to spend down the allotted funds due to COVID19 restrictions. We were unable to meet with clients in person, unable to plan off site events, to include outreach, and trainings. Travel restrictions led to reduced expenses for vehicle maintenance, travel related costs and other outreach expenses. Due to continued COVID restrictions we are taking a more passive approach to begin the year. We're developing printed marketing materials- such as a mass mailing to reach all Morrow County households and boosting our printed media presence in local newspapers. We'll continue to utilize social media to share timely information of veteran interest, and strengthen community partnerships by resuming our virtual Community Resource Roundtable events. Once COVID restrictions are lifted, and people feel safe and confident in returning to in person events, we'll respond with events that have been successful in the past. We've extensively delayed an in person dinner honoring our First Responders. We're looking forward to resuming planning and participating in this event with our Sheriff's Department and other First Responders when it's safe to do so.

ORS 406.450

Conduct outreach to provide information to veterans, spouses, dependents and survivors of veterans with information regarding benefit programs.

<u>Proposed use of Carry Forward funds</u>			
<u>Door to Door Mailer</u> <i>Per quote from Sykes Publishing 8/27/2021</i>			<u>Est. \$2,529</u>
<u>Host Appreciation Dinner for Morrow County Veteran First Responders in cooperation with Morrow County Sheriff Department</u>			<u>Est. \$2,256</u>
		<u>Total</u>	<u>\$4,785.00</u>

Other Funds in the amount of \$3,000 shown on Annual County Application for ODVA Funds are budgeted in advance, and are contingent on the receipt of such funds. Adjustments will be made to the ODVA Quarterly report in the 4th Quarter of the year, if funds are not received or otherwise need to be adjusted.

Morrow County does plan to apply for ODVA Suicide Awareness Funds.

Sent: Monday, August 23, 2021 4:11 PM

To: BANDSTRA Brenna * ODVA <Brenna.BANDSTRA@odva.oregon.gov>

Subject: RE: VSO Pass Through Funding: Call Follow Up

- As I understand, the only correction needed for the 21/22 Application per your records- is to add the additional revenue from ODVA (ODVA accepts carryover funds & the difference between \$78,054 as shown on FY21/22 application & the new ODVA amount \$81,736, for \$3,682 increase in revenue) and the updated total \$114,862. (Current Approved Veterans Services Department Budget \$111,180).
 - *An updated resolution will need to be submitted that increases the Veterans officer program budget from \$111,180 to \$114,862. This can be done in two ways. A) the county can submit a resolution like the one you attached that shows the total funding for the VSO program as \$114,862 OR B) the county can submit an updated revenue and expense report that shows the county's total revenue/funding for the CVSO program is \$114,862.*
 - *I have attached last year's application as reference. The revenue and expense report (pages 2-3) did not list the total program budget, however, the resolution (page 4) did outline the total program budget that matched the application. **Either one of these documents will need to be updated to reflect the program budget for FY22 the amount should match the application total revenue.***
 - *If the county needs time to complete the resolution, the application can be submitted with the current supportive documents, **as long as**, there is a memo signed by the signatory of the application that notes that the resolution will occur WHEN and that the updated budget that reflects the increased Pass Through Funding from ODVA and the actual program budget of \$114,862 will be submitted by WHEN.*
- I'll note the "Grant funding is contingent on award" for the noted Misc. Revenue on GL.- (re: Suicide Awareness Funds \$3,000 as already noted on current budget)
 - *This action is recommended, this way if the funding is not received, this amount will not be reflected as unspent funds in FY22 and requested to be carried forward into FY23.*
- In the future, Finance to identify on the GL the carry forward funds on a separate line item- I'll work with our Finance Director on the options you suggested.
 - *For best practice and transparency, carry forward funds is recommended to be its own revenue line item. However, If your Finance department puts the carry forward in an existing line item, we request that that line item is noted so that during the review, evaluators will be able to clearly identify the carry forward funds are part of the FY budget. This was not done in FY21, and was waived because the total program budget in the resolution matched the application total revenue amount on the application (which included the carry forward funds).*
- Also, you mentioned other counties identify the "County Contribution" on the GL, is it shown as a note or a separate line item?
 - *That is correct below is a screen shot of a county that clearly lists its revenue sources (disregard the red note). Beginning balance is carry forward, State operating grants is ODVA pass through, transfer from General fund is the county contribution. Your county may have a different report that already lists these line items for your program. Or, if line items are combined into a single revenue line item, a county can provide a hand written note of the revenue sources within that line item and their amount so that is it clear that the budget matches the application.*

Revenues			
Beginning Balance	25,000	25,000	25,000
Federal Grants	0	0	0
State Operating Grants	120,000	120,000	120,000
Intergovernmental Local Govt.	0	0	0
Non-governmental Grants	5,000	5,000	5,000
Interest Income	0	0	0
Donations	10,000	10,000	10,000
Miscellaneous	0	0	0
Transfer from the General Fund	75,000	75,000	75,000
Total Revenues	235,000	235,000	235,000

Needs to be updated see email

- And, if needed, a budget reconciliation or Budget Resolution to increase the Revenue from ODVA. In the past, it seems counties were required to prepare a Budget Resolution if the revenue was above a certain amount- again, I'll ask our Finance Director for the best path to accept the additional revenue in order to complete the Application in a timely manner.
 - See the first bullet for the different options of supportive documents that we will accept to show that the county's budget reflects the application.
- Thanks for acknowledging the option for Suicide Awareness Funds this year.
 - No problem. I am excited for the funds to be made available, we are hoping that an announcement will be released soon!

Please review the attachments & narrative below. I appreciate your time today.
Linda

Narrative for Planned use of Carry-Over funds: FY 21/22

Morrow County Veterans Services program has \$4,785 remaining in carryover funds for FY2020/2021. The program was unable to spend down the allotted funds due to COVID19 restrictions. We were unable to meet with clients in person, unable to plan off site events, to include outreach, and trainings. Travel restrictions led to reduced expenses for vehicle maintenance, travel related costs and other outreach expenses. Due to continued COVID restrictions we are taking a more passive approach to begin the year. We're developing printed marketing materials- such as a mass mailing to reach all Morrow County households and boosting our printed media presence in local newspapers. We'll continue to utilize social media to share timely information of veteran interest, and strengthen community partnerships by resuming our virtual Community Resource Roundtable events. Once COVID restrictions are lifted, and people feel safe and confident in returning to in person events, we'll respond with events that have been successful in the past. We've extensively delayed an in person dinner honoring our First Responders. We're looking forward to resuming planning and participating in this event with our Sheriffs Department and other First Responders when it's safe to do so.

- My only recommendation would be to add a small projected budget for your plans with carry forward funds. It can be as simple as below:

CVSO Proposed Carry Forward: Projected Budget and Plans

Task	Amount	ORS 406.450
Marketing Materials (i.e. mass mailing, printed media, radio advertising, local newspaper ads, etc.)	\$2,000	Conduct outreach and provide veterans, spouses and dependents of veterans or survivors of veterans with information regarding veterans' benefit programs and other benefit programs.
Community Veteran Event sponsorships	\$500	Develop a comprehensive and coordinated statewide network of information and referral resources for veterans, spouses and dependents of veterans or survivors of veterans
First Responder Dinner	\$2,285	Tie in its relation to ORS/veteran service
Total	\$4,785	



Finance

P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Kate Knop
Finance Director
kknop@co.morrow.or.us

TO: Board of Commissioners & Interested Parties

FROM: Kate Knop, Finance Director

DATE: September 8, 2021

RE: Oregon Department of Veteran's Affairs – Annual Application

During the fiscal year (FY) 2021-2022 budget season, the Oregon Department of Veteran's Affairs (ODVA) annual appropriation for Morrow County was unknown. The Veteran's department prepared the budget using the previous year's ODVA *Aid to Counties* for \$78,054, ODVA *Grant - Other* for \$3,000, and general fund support (property taxes) for \$30,126. The conservative estimate for FY 2021-2022 is \$111,180 and is based on historical information not knowing the pandemic's impact on funding or program opportunities.

At the end of each fiscal year, Morrow County ensures proper accounting and reporting of revenues and expenditures by complying with reporting requirements established by the Government Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements*, for state and local governments. Statement No. 34 requires recognition of revenue and expenditures in governmental funds using the modified accrual basis of accounting. For example, payment at year-end must be both measurable and available to be accrued; and the Oregon Accounting Manual requires a period of up to 90 days after the fiscal year-end for accrual. Other examples include accruing expenditures for compensated absences (vacation), claims, pensions, and other post-employment benefit liabilities.

A challenge exists in meeting the GASB – 34 reporting requirements and the ODVA *Aids to Counties* application deadline. For example, in the ODVA 4th quarter report, signed July 21, 2021, budget appropriations were \$108,941, and expenditures were \$104,155. The expenses did not

include *final* year-end adjustments for payroll liabilities, vacation, and pension accruals. After the accruals, expenditures were only \$101,849, a reduction of <\$2,309>, requiring an amendment to the report and revised carry-over of \$4,092.

Enclosed is the Veterans' department adopted budget for the fiscal year 2020-2021, year-to-date actuals, and budget variances reflecting a carry-over of \$4,092. The calculation at the bottom of the page includes the adopted budget, final expenditures, and ODVA grant-other *not* received. As you can see, the budget and expenses can change when meeting regulatory compliance.

Moving to the left is the adopted budget for the fiscal year 2021-2022, presented by the Veteran's department to the Budget Committee, a revised/request for budget changes, and a budget increase of \$7,774. The change reflects ODVA's award increase from \$78,054 to \$81,736, or \$3,682, for Morrow County plus the fiscal year 2020-2021 carry-over of \$4,092.

Ensuring Morrow County is compliant in meeting the Oregon Budget Law requirements, a budget resolution presented to the Board of Commissioner for review and approval may occur before FY 2020-2021 close.

Finally, the Veteran's department budget is in the General Fund, and carry-over funds roll up in the beginning balance effective July 1. A general ledger code, created a few years ago to appropriate the ODVA carry-over amount, resolved losing sight of the funds. The general ledger code is in the Veteran's department, materials, and services category, as SB 1100 CARRY-OVER FUNDS.

101-106 VETERAN'S DEPARTMENT
NON-DEPARTMENTAL

	2020-2021			2021-2022		
	ADOPTED BUDGET	ACTUAL	BUDGET VARIANCE	ADOPTED BUDGET	REVISED/REQUEST BUDGET	BUDGET VARIANCE
REVENUES						
<u>GRANT REVENUE</u>						
101-106-3-30-3511 AID TO COUNTIES	78,054	73,414	4,640	78,054	81,736	3,682
GRANT REVENUE	78,054	73,414	4,640	78,054	81,736	3,682
<u>MISCELLANEOUS REVENUE</u>						
101-106-3-60-4187 MISC REVENUE	3,000	-	3,000	3,000	3,000	-
MISCELLANEOUS REVENUE	3,000	-	3,000	3,000	3,000	-
<u>REIMBURSEMENTS</u>						
101-106-3-80-7075 REIMBURSED ITEMS	-	57	(57)	-	-	-
REIMBURSEMENTS	-	57	(57)	-	-	-
TOTAL REVENUES	81,054	73,471	7,583	81,054	84,736	3,682
PERSONNEL SERVICES						
101-106-5-10-1001 VETERANS OFFICER	57,166	57,317	(151)	56,424	56,424	-
101-106-5-10-1002 OFFICE ASSISTANT	15,419	14,343	1,076	15,670	15,670	-
101-106-5-10-1301 FICA	4,500	4,476	24	4,470	4,470	-
101-106-5-10-1302 WORKERS COMP	65	207	(142)	81	81	-
101-106-5-10-1303 PACIFIC MUTUAL	14,177	14,317	(140)	13,993	13,993	-
101-106-5-10-1305 AOC - MEDICAL	-	59	(59)	-	-	-
101-106-5-10-1306 DENTAL	-	-	-	-	-	-
101-106-5-10-1309 UNEMPLOYMENT INSURANCE	684	732	(48)	773	773	-
101-106-5-10-1316 PRINCIPAL FINANCIAL	62	62	(0)	62	62	-
101-106-5-10-1317 HERITAGE LIFE	52	36	16	52	52	-
101-106-5-10-1320 VACATION ACCRUALS	1,437	(2,572)	4,009	1,480	1,480	-
101-106-5-10-1321 MADATED MEDICARE	1,053	1,047	6	1,045	1,045	-
TOTAL PERSONNEL SERVICES	94,615	90,023	4,592	94,050	94,050	-
MATERIALS & SERVICES						
101-106-5-20-2110 STATIONERY, OFFICE	740	963	(223)	750	750	-
101-106-5-20-2282 OPERATING SUPPLIES - E&E	8,544	5,139	3,405	7,000	10,682	3,682
101-106-5-20-2284 SB 1100 CARRYOVER FUNDS	-	-	-	-	4,092	4,092
101-106-5-20-3240 TELEPHONE BUSINESS EXP	3,800	3,632	168	4,800	4,800	-
101-106-5-20-3247 OFFICE RENT E&E	1,680	1,500	180	1,680	1,680	-
101-106-5-20-3311 LODGING & MEALS E&E	1,300	36	1,264	1,300	1,300	-
101-106-5-20-3314 REGISTRATION, DUES	300	425	(125)	300	300	-
101-106-5-20-3323 MILEAGE E&E	800	77	723	800	800	-
101-106-5-20-3710 REPAIR & MAINT, AUTO	500	55	445	500	500	-
TOTAL MATERIALS & SERVICES	17,664	11,826	5,838	17,130	24,904	7,774
CAPITAL OUTLAY						
101-106-5-40-4404 OFFICE EQUIPMENT	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	112,279	101,849	10,430	111,180	118,954	7,774
REVENUE OVER/(UNDER) EXPENDITURES	(31,225)	(28,378)	(2,847)	(30,126)	(34,218)	(4,092)

GENERAL FUND/CARRY OVER SUPPORT

County Veteran's Quarterly Report - 4Q 2020-21	Adopted Budget 2021-2022	Revised Budget 2021-2022
TOTAL BUDGET 108,941	2020-2021 CARRY-OVER -	2020-2021 CARRY-OVER 4,092
TOTAL OF ALL EXPENDITURES (101,849)	ODVA AID TO COUNTIES 78,054	ODVA AID TO COUNTIES 81,736
LESS GRANT - ODVA OTHER (3,000)	ODVA GRANT - OTHER 3,000	ODVA GRANT - OTHER 3,000
4,092	GENERAL FUND SUPPORT 30,126	GENERAL FUND SUPPORT 30,126
	VARIANCE 111,180	VARIANCE 118,954



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

(For BOC Use)
Item #

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

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

Date submitted to reviewers:
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various agenda items: Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

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

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



PLANNING DEPARTMENT

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

September 3, 2021

MEMO

TO: Board of Commissioners

FROM: Tamra Mabbott, Planning Director

CC: Darrell Green, County Administrator

Kate Knop, Finance Director

Mike Gorman, Assessor

RE: Building Codes Inspection Program

In 2000, the State of Oregon granted Morrow County authority to have its own Building Official and Building Inspection Program. The state approved Morrow County's assumption request for all inspections except for electrical. The State retained that function and continues today to conduct all electrical inspection services.

In June 2000, Morrow County and the City of Boardman entered an Intergovernmental Agreement (IGA) whereby the city agrees to provide inspection services for Morrow County and the Cities of Irrigon, Ione, Lexington and Heppner. Since then, City of Irrigon assumed its own program and also contracts with City of Boardman for services. Morrow County's Program covers unincorporated Morrow County and the Willow Creek Valley Cities of Ione, Lexington and Heppner.

At the July 7, 2021 Work Session Board asked staff to research several matters. Specifically, Board asked if it is financially feasible and sustainable for county to hire a Building Official and inspection staff and/or to contract with a third-party inspection company. A summary is below.

Financial Considerations

See attached spreadsheet from Kate Knop, Finance Director, showing historic revenue and fees collected by City of Boardman and the share (25% of actual fees) transferred to county. The spreadsheet also shows historic Plan Review Fees which have been retained 100% by City of Boardman.

To determine financial feasibility of a county program based on projected future revenues the attached spreadsheet assumes a 4% growth in residential construction and continued or stable rates for industrial and other development. The calculations assume county would retain 100% of fees collected and 100% of Plan Review Fees. Spreadsheet also shows two scenarios for financial impact; one to hire a Building Official as a County employee and another to contract with a third-party provider. SB 866 (2021) allows a local jurisdiction to contract with a third-party provider provided the program is in place by December 31, 2021.

To illustrate, the current share of permit fees, consider revenues for the past 12 months below. These figures are for Morrow County (excluding cities of Irrigon and Boardman). Revenue split is based on the terms of the current (2000) IGA; county receives 25% of total permits fees and 0% of Plan Review fees.

Permit revenue from Oct – December 2020.

Total Permit Fees Collected:	\$247,354	Total to Morrow County:	\$61,838
Total Plan Review Fees:	\$116,570		
Total to City:	\$323,553		
Total to State (surcharge)	\$29,802		
Total to Boardman Fire: (Fire Life Safety)	\$14,311		

Permit revenue from Jan – March 2021.

Total Permit Fees Collected:	\$166,390	Total to Morrow County:	\$41,597
Total Plan Review Fees:	\$81,538		
Total to City:	\$227,052		
Total to State (surcharge)	\$20,026		
Total to Boardman Fire: (Fire Life Safety)	\$13,814		

Permit revenue from April – June 2021.

Total Permit Fees Collected:	\$169,963	Total to County:	\$42,490
Total Plan Review Fees:	\$92,306		
Total to City:	\$234,198		
Total to State (surcharge)	\$20,575		
Total to Boardman Fire: (Fire Life Safety)	\$9,612		

Income and Revenue Forecast

Income and revenue projection is tied directly to projected construction activity. The spreadsheet reflects a 4% growth in permit fees collected based on historical data shared by County Assessor. Given the expectation of two and possibly three new data centers over the next 5-7 years and other expected construction activity this estimate appears to be fairly solid. (Data center permit fees are approximately \$250,000 for the first building and \$10,000 each for each of the 10 phases.) Additionally, the revenue projections are based on current fees that are lowest in the region. See attached spreadsheet comparing fees in region.

Oregon Law requires that all permit fees be used exclusively for administration of a building inspection program. Fees may not be used for other purposes such as general fund. ORS 455. This law is intended to provide some reserve for years when construction activity is slow. For example, the attached table of Fund #237 from 2000/2001 to present has several years where permit fees were low. By dedicating fees to the administration of the Building Program, the high growth years can sustain the program during low growth years when permit fees collected is lower than the cost for staff and expenses.

Another metric of revenue is fee rate. Attached spreadsheet shows a comparison of fees in the region. Morrow County. Morrow County, Boardman and Irrigon rates are lower in almost all sample categories shown on the spreadsheet. The lower rates essentially subsidize new development which county may or may not want to continue. For example, if county wants to encourage or incentivize residential construction then county could retain the lower rates for residential construction and increase rates for other construction.

Program Options

- I. Continue IGA with City of Boardman. Update the 2000 IGA. A red-lined version for discussion is attached. Boardman previously voted against certain changes to the IGA.
- II. Create and recruit a new fte position Building Official.
 - a. Permit Technician responsibilities may be absorbed by Planning Department or may need a second new Permit Tech fte.
 - b. Hire second official/apprentice in year two or three to train, mentor and fund certifications over period of 2-3 years. Important for succession planning and long-term sustainability.
 - c. This option would include new IGA's between county and State Building Codes Division (BCD) and other jurisdictions who would provide back up for county provider.
- III. Contract with third party for inspections services. Would require RFP process, review, selection, contract and set up and coordination at county. Note: This option would require contract to be in place prior to December 31, 2021 to meet intent of SB 866, otherwise option would be foreclosed.

MORROW COUNTY
Fund # 237 - Building Permit Fund
Budget Forecast through FY 2026/2027

	With No FTE				Adopted Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget
	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
Beginning Fund Equity	\$ 519,177	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,099,736	\$ 1,107,736	\$ 1,777,567	\$ 2,508,416	\$ 3,268,457	\$ 4,058,863
REVENUES:										
Investment Earnings:										
Investment Earnings	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
TOTAL INVESTMENT EARNINGS:	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Grant Revenue:										
Inspection Fees:										
Building Permit Fees:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 759,781	\$ 790,248	\$ 821,937	\$ 854,897	\$ 889,179
Permit Surcharge Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Plan Reviews:										
Fire/Life Safety Reviews:										
Grants:										
TOTAL GRANT REVENUE:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
Reimbursements:										
Reimbursed Items:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REIMBURSEMENTS:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES:	\$ 148,624	\$ 177,098	\$ 137,168	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
EXPENDITURES:										
Personnel										
Building Official / Inspector FTE:										
Building Official Apprentice FTE:										
Permit Tech FTE (Reclass Office Manager?)										
Personnel Costs										
TOTAL PERSONNEL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials & Services										
Supplies:	\$ 1,525	\$ 536	\$ 96	\$ 1,526	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Gasoline:										
Professional Services:										
Telephone:										
Lodging and Meals (Trning):										
Registration & Dues										
School Expense:										
Governmental Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Contract Services:						\$ 60,000	\$ 62,400	\$ 64,896	\$ 67,492	\$ 70,192
Repair & Maint Auto:						\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Auto Insurance:						\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Building Permit Contract:	\$ -	\$ 51,761	\$ 6,068							
TOTAL MATERIALS & SERVICES:	\$ 1,525	\$ 52,297	\$ 6,163	\$ 1,526	\$ 2,000	\$ 154,674	\$ 162,230	\$ 168,528	\$ 175,079	\$ 181,893
Capital Outlay										
Office Equipment			\$ 3,275			\$ 4,450				
Vehicle:	\$ -	\$ 49,052				\$ 30,000				
TOTAL CAPITAL OUTLAY:	\$ -	\$ 49,052	\$ 3,275	\$ -	\$ -	\$ 34,450	\$ -	\$ -	\$ -	\$ -
Other Requirements										
Trans to Planning					\$ 50,000					
TOTAL OTHER REQUIREMENTS:	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance										
Unappropriated Ending					\$ 1,230,736					
TOTAL ENDING FUND BALANCE:	\$ -	\$ -	\$ -	\$ -	\$ 1,230,736	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES:	\$ 1,525	\$ 101,350	\$ 9,438	\$ 1,526	\$ 1,282,736	\$ 189,124	\$ 162,230	\$ 168,528	\$ 175,079	\$ 181,893
REVENUE OVER/(UNDER) EXPENDITURES:	\$ 147,099	\$ 75,748	\$ 127,730	\$ 174,317	\$ (1,107,736)	\$ 661,831	\$ 722,848	\$ 752,041	\$ 782,405	\$ 813,987
ENDING FUND EQUITY:	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,096,729	\$ -	\$ 1,777,567	\$ 2,508,416	\$ 3,268,457	\$ 4,058,863	\$ 4,880,850

Projected Growth Rate of 4.01%
Governmental Fees = 12% State Surcharge

MORROW COUNTY
Fund # 237 - Building Permit Fund
Budget Forecast through FY 2026/2027

With Hybrid Personnel

	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	Adopted Budget FY 2021-2022	Projected Budget FY 2022-2023	Projected Budget FY 2023-2024	Projected Budget FY 2024-2025	Projected Budget FY 2025-2026	Projected Budget FY 2026-2027
Beginning Fund Equity	\$ 519,177	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,099,736	\$ 1,107,736	\$ 1,627,567	\$ 2,078,416	\$ 2,558,457	\$ 3,068,863
REVENUES:										
Investment Earnings:										
Investment Earnings	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
TOTAL INVESTMENT EARNINGS:	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Grant Revenue:										
Inspection Fees:										
Building Permit Fees:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 759,781	\$ 790,248	\$ 821,937	\$ 854,897	\$ 889,179
Permit Surcharge Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Plan Reviews:										
Fire/Life Safety Reviews:										
Grants:										
TOTAL GRANT REVENUE:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
Reimbursements:										
Reimbursed Items:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REIMBURSEMENTS:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES:	\$ 148,624	\$ 177,098	\$ 137,168	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
EXPENDITURES:										
Personnel										
Building Official / Inspector FTE:						\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Building Official Apprentice FTE:							\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Permit Tech FTE (Reclass Office Manager?)										
Personnel Costs										
TOTAL PERSONNEL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000
Materials & Services										
Supplies:	\$ 1,525	\$ 536	\$ 96	\$ 1,526	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Gasoline:										
Professional Services:										
Telephone:										
Lodging and Meals (Trning):										
Registration & Dues										
School Expense:										
Governmental Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Contract Services:						\$ 60,000	\$ 62,400	\$ 64,896	\$ 67,492	\$ 70,192
Repair & Maint Auto:						\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Auto Insurance:						\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Building Permit Contract:	\$ -	\$ 51,761	\$ 6,068							
TOTAL MATERIALS & SERVICES:	\$ 1,525	\$ 52,297	\$ 6,163	\$ 1,526	\$ 2,000	\$ 154,674	\$ 162,230	\$ 168,528	\$ 175,079	\$ 181,893
Capital Outlay										
Office Equipment			\$ 3,275			\$ 4,450				
Vehicle:	\$ -	\$ 49,052				\$ 30,000				
TOTAL CAPITAL OUTLAY:	\$ -	\$ 49,052	\$ 3,275	\$ -	\$ -	\$ 34,450	\$ -	\$ -	\$ -	\$ -
Other Requirements										
Trans to Planning					\$ 50,000					
TOTAL OTHER REQUIREMENTS:	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance										
Unappropriated Ending					\$ 1,230,736					
TOTAL ENDING FUND BALANCE:	\$ -	\$ -	\$ -	\$ -	\$ 1,230,736	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES:	\$ 1,525	\$ 101,350	\$ 9,438	\$ 1,526	\$ 1,282,736	\$ 339,124	\$ 442,230	\$ 448,528	\$ 455,079	\$ 461,893
REVENUE OVER/(UNDER) EXPENDITURES:	\$ 147,099	\$ 75,748	\$ 127,730	\$ 174,317	\$ (1,107,736)	\$ 511,831	\$ 442,848	\$ 472,041	\$ 502,405	\$ 533,987
ENDING FUND EQUITY:	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,096,729	\$ -	\$ 1,627,567	\$ 2,078,416	\$ 2,558,457	\$ 3,068,863	\$ 3,610,850

Projected Growth Rate of 4.01%
Governmental Fees = 12% State Surcharge

MORROW COUNTY
Fund # 237 - Building Permit Fund
Budget Forecast through FY 2026/2027

					With Contract Services					
	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	Adopted Budget FY 2021-2022	Projected Budget FY 2022-2023	Projected Budget FY 2023-2024	Projected Budget FY 2024-2025	Projected Budget FY 2025-2026	Projected Budget FY 2026-2027
Beginning Fund Equity	\$ 519,177	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,099,736	\$ 1,107,736	\$ 1,627,567	\$ 2,208,416	\$ 2,818,457	\$ 3,458,863
REVENUES:										
Investment Earnings:										
Investment Earnings	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
TOTAL INVESTMENT EARNINGS:	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Grant Revenue:										
Inspection Fees:										
Building Permit Fees:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 759,781	\$ 790,248	\$ 821,937	\$ 854,897	\$ 889,179
Permit Surcharge Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Plan Reviews:										
Fire/Life Safety Reviews:										
Grants:										
TOTAL GRANT REVENUE:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
Reimbursements:										
Reimbursed Items:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REIMBURSEMENTS:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES:	\$ 148,624	\$ 177,098	\$ 137,168	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
EXPENDITURES:										
Personnel										
Building Official / Inspector FTE:						\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Building Official Apprentice FTE:										
Permit Tech FTE (Reclass Office Manager?)										
Personnel Costs										
TOTAL PERSONNEL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Materials & Services										
Supplies:	\$ 1,525	\$ 536	\$ 96	\$ 1,526	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Gasoline:										
Professional Services:										
Telephone:										
Lodging and Meals (Trning):										
Registration & Dues										
School Expense:										
Governmental Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Contract Services:						\$ 60,000	\$ 62,400	\$ 64,896	\$ 67,492	\$ 70,192
Repair & Maint Auto:						\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Auto Insurance:						\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Building Permit Contract:	\$ -	\$ 51,761	\$ 6,068							
TOTAL MATERIALS & SERVICES:	\$ 1,525	\$ 52,297	\$ 6,163	\$ 1,526	\$ 2,000	\$ 154,674	\$ 162,230	\$ 168,528	\$ 175,079	\$ 181,893
Capital Outlay										
Office Equipment			\$ 3,275			\$ 4,450				
Vehicle:	\$ -	\$ 49,052				\$ 30,000				
TOTAL CAPITAL OUTLAY:	\$ -	\$ 49,052	\$ 3,275	\$ -	\$ -	\$ 34,450	\$ -	\$ -	\$ -	\$ -
Other Requirements										
Trans to Planning					\$ 50,000					
TOTAL OTHER REQUIREMENTS:	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance										
Unappropriated Ending					\$ 1,230,736					
TOTAL ENDING FUND BALANCE:	\$ -	\$ -	\$ -	\$ -	\$ 1,230,736	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES:	\$ 1,525	\$ 101,350	\$ 9,438	\$ 1,526	\$ 1,282,736	\$ 339,124	\$ 312,230	\$ 318,528	\$ 325,079	\$ 331,893
REVENUE OVER/(UNDER) EXPENDITURES:	\$ 147,099	\$ 75,748	\$ 127,730	\$ 174,317	\$ (1,107,736)	\$ 511,831	\$ 572,848	\$ 602,041	\$ 632,405	\$ 663,987
ENDING FUND EQUITY:	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,096,729	\$ -	\$ 1,627,567	\$ 2,208,416	\$ 2,818,457	\$ 3,458,863	\$ 4,130,850

Projected Growth Rate of 4.01%

Governmental Fees = 12% State Surcharge

MORROW COUNTY
Fund # 237 - Building Permit Fund
Budget Forecast through FY 2026/2027

					With Personnel Only					
	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	Adopted Budget FY 2021-2022	Projected Budget FY 2022-2023	Projected Budget FY 2023-2024	Projected Budget FY 2024-2025	Projected Budget FY 2025-2026	Projected Budget FY 2026-2027
Beginning Fund Equity	\$ 519,177	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,099,736	\$ 1,107,736	\$ 1,687,567	\$ 2,200,816	\$ 2,745,753	\$ 3,323,650
REVENUES:										
Investment Earnings:										
Investment Earnings	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
TOTAL INVESTMENT EARNINGS:	\$ 9,662	\$ 17,875	\$ 17,267	\$ 7,855	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Grant Revenue:										
Inspection Fees:										
Building Permit Fees:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 759,781	\$ 790,248	\$ 821,937	\$ 854,897	\$ 889,179
Permit Surcharge Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Plan Reviews:										
Fire/Life Safety Reviews:										
Grants:										
TOTAL GRANT REVENUE:	\$ 142,325	\$ 150,698	\$ 136,949	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
Reimbursements:										
Reimbursed Items:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REIMBURSEMENTS:	\$ 6,299	\$ 26,400	\$ 219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES:	\$ 148,624	\$ 177,098	\$ 137,168	\$ 175,843	\$ 175,000	\$ 850,955	\$ 885,078	\$ 920,570	\$ 957,485	\$ 995,880
EXPENDITURES:										
Personnel										
Building Official / Inspector FTE:						\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Building Official Apprentice FTE:							\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Permit Tech FTE (Reclass Office Manager?)										
Personnel Costs										
TOTAL PERSONNEL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000
Materials & Services										
Supplies:	\$ 1,525	\$ 536	\$ 96	\$ 1,526	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Gasoline:										
Professional Services:										
Telephone:										
Lodging and Meals (Trning):										
Registration & Dues										
School Expense:										
Governmental Fees:						\$ 91,174	\$ 94,830	\$ 98,632	\$ 102,588	\$ 106,701
Contract Services:										
Repair & Maint Auto:						\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Auto Insurance:						\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Building Permit Contract:	\$ -	\$ 51,761	\$ 6,068							
TOTAL MATERIALS & SERVICES:	\$ 1,525	\$ 52,297	\$ 6,163	\$ 1,526	\$ 2,000	\$ 94,674	\$ 99,830	\$ 103,632	\$ 107,588	\$ 111,701
Capital Outlay										
Office Equipment			\$ 3,275			\$ 4,450				
Vehicle:	\$ -	\$ 49,052				\$ 30,000				
TOTAL CAPITAL OUTLAY:	\$ -	\$ 49,052	\$ 3,275	\$ -	\$ -	\$ 34,450	\$ -	\$ -	\$ -	\$ -
Other Requirements										
Trans to Planning					\$ 50,000					
TOTAL OTHER REQUIREMENTS:	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance										
Unappropriated Ending					\$ 1,230,736					
TOTAL ENDING FUND BALANCE:	\$ -	\$ -	\$ -	\$ -	\$ 1,230,736	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES:	\$ 1,525	\$ 101,350	\$ 9,438	\$ 1,526	\$ 1,282,736	\$ 279,124	\$ 379,830	\$ 383,632	\$ 387,588	\$ 391,701
REVENUE OVER/(UNDER) EXPENDITURES:	\$ 147,099	\$ 75,748	\$ 127,730	\$ 174,317	\$ (1,107,736)	\$ 571,831	\$ 505,248	\$ 536,937	\$ 569,897	\$ 604,179
ENDING FUND EQUITY:	\$ 675,939	\$ 769,562	\$ 914,558	\$ 1,096,729	\$ -	\$ 1,687,567	\$ 2,200,816	\$ 2,745,753	\$ 3,323,650	\$ 3,935,829

Projected Growth Rate of 4.01%
Governmental Fees = 12% State Surcharge

CITY OF UMATILLA
VaData Permit Fee History
2017 - August 27, 2021

2017			
Work Desc	Type of Work	Job Value	Permit Fee
Phase 2	New	\$ 1,070,854.00	\$ 12,733.35
Perimeter Fence	New	\$ 3,871,424.00	\$ 13,182.74
Phase 5	New	\$ 1,613,789.00	\$ 17,034.17
Phase 6	New	\$ 1,097,053.00	\$ 12,939.69
Phase 1	New	\$ 18,326,771.00	\$ 149,432.67
Phase 7	New	\$ 1,215,744.00	\$ 13,879.80
Average		\$ 4,532,605.83	\$ 36,533.74

2018			
Work Desc	Type of Work	Job Value	Permit Fee
Bathroom Remodel	Alteration	\$ 37,600.00	\$ 942.16
Water Treatment Facility	New	\$ 386,078.44	\$ 5,776.20
Phase 7	New	\$ 1,078,046.00	\$ 13,038.49
Igloo	New	\$ 66,111.00	\$ 1,375.24
Phase 2	New	\$ 975,944.32	\$ 12,148.89
Remodel	Alteration	\$ 66,111.00	\$ 1,375.24
Phase 3	New	\$ 1,078,046.00	\$ 9,942.94
Igloo	New	\$ 66,111.00	\$ 1,350.07
Phase 5	New	\$ 1,078,046.00	\$ 12,789.15
Pole Bldg	New	\$ 37,989.00	\$ 949.92
Shell Only	New	\$ 31,231,000.00	\$ 251,395.09
Phase 1	New	\$ 975,944.32	\$ 12,634.98
Control Room/Switchgear	New	\$ 98,951.00	\$ 1,771.55
Average		\$ 2,859,690.62	\$ 25,037.69

2019			
Work Desc	Type of Work	Job Value	Permit Fee
Phase 4	New	\$ 291,788.00	\$ 4,574.45
Phase 3	New	\$ 976,000.00	\$ 12,148.89
Phase 4	New	\$ 975,944.32	\$ 12,148.89
Phase 5	New	\$ 975,944.32	\$ 12,148.89
Phase 6	New	\$ 1,005,355.40	\$ 12,449.37
Phase 7	New	\$ 976,000.00	\$ 12,148.89
Shell	New	\$ 30,475,516.00	\$ 250,557.19
Igloo	New	\$ 542,261.00	\$ 3,919.32
Phase 8	New	\$ 1,005,355.40	\$ 12,449.37
Security Control	New	\$ 2,998,211.05	\$ 23,267.90
Phase 1	New	\$ 762,362.30	\$ 9,911.91
Phase 2	New	\$ 761,835.20	\$ 9,901.41
Phase 3; Build Out	New	\$ 761,835.20	\$ 9,901.41
Phase 4; Build Out	New	\$ 761,835.00	\$ 9,901.41
Average		\$ 3,090,731.66	\$ 28,244.95

2020			
Work Desc	Type of Work	Job Value	Permit Fee
Ski Lodge	New	\$ 2,459,800.00	\$ 24,208.37
Phase 6	Addition	\$ 761,835.20	\$ 9,901.41
Shell	New	\$ 28,415,961.00	\$ 233,932.68
Phase 5	New	\$ 761,835.00	\$ 10,181.91
Phase 7	New	\$ 761,835.20	\$ 10,181.91
Phase 8	New	\$ 761,835.20	\$ 10,181.91
Phase 9	New	\$ 761,835.20	\$ 10,181.91
Phase 10	New	\$ 761,835.20	\$ 10,181.91
Phase 1	New	\$ 710,531.00	\$ 9,646.30
Phase 2	New	\$ 717,324.72	\$ 9,719.81
Phase 3	New	\$ 717,324.72	\$ 9,719.81
Phase 4	New	\$ 710,355.00	\$ 9,646.30
Phase 5	New	\$ 717,147.34	\$ 9,719.81
Phase 6	New	\$ 717,147.34	\$ 9,719.81
Phase 7	New	\$ 717,147.34	\$ 9,719.81
Phase 8	New	\$ 717,147.34	\$ 9,719.81
Average		\$ 2,573,181.05	\$ 24,785.22

2021			
Work Desc	Type of Work	Job Value	Permit Fee
Phase 9	New	\$ 710,355.00	\$ 9,646.30
Phase 10	New	\$ 710,355.00	\$ 9,646.30
Phase 1	New	\$ 635,020.40	\$ 11,328.83
Phase 2	New	\$ 635,020.40	\$ 11,328.83
Security Build	New	\$ 819,256.00	\$ 10,510.54
Phase 3	New	\$ 673,684.40	\$ 11,727.91
Electrical Roo	New	\$ 2,157,003.00	\$ 26,162.17
Phase 7	New	\$ 673,684.40	\$ 11,727.91
Phase 9	New	\$ 635,020.40	\$ 11,328.83
Add Security V	Addition	\$ 15,000.00	\$ 453.00
Phase 10	New	\$ 673,684.40	\$ 11,727.91
Security Build	New	\$ 302,028.90	\$ 4,710.65
IW Building	New	\$ 207,266.60	\$ 69,174.50
Phase 11	New	\$ 673,668.72	\$ 11,727.91
Phase 12	New	\$ 673,668.72	\$ 11,727.91
Average		\$ 679,647.76	\$ 14,861.97

MORROW COUNTY

Fund # 237 - Building Permit Fee History

FY 2000/2001 through 2020/2021

As of March 30, 2021

<u>FY</u>	<u>Date</u>	<u>Source (if known)</u>	<u>Amount</u>	<u>Total</u>
2000/2001	2/3/2001	Recode Building Permit Act	\$ 36,710.94	\$ 36,710.94
2000/2001	2/27/2001	AR Receipt # 022836	\$ 2,034.23	\$ 38,745.17
2000/2001	4/17/2001	AR Receipt # 023189	\$ 3,392.00	\$ 42,137.17
2000/2001	6/8/2001	AR Receipt # 023596	\$ 2,406.37	\$ 44,543.54
2000/2001	6/30/2001	AR Receipt # 024126	\$ 10,733.32	\$ 55,276.86
2000/2001 Total			\$ 55,276.86	
2001/2002	8/20/2001	AR Receipt # 024345	\$ 2,023.39	\$ 57,300.25
2001/2002	9/24/2001	AR Receipt # 024616	\$ 1,600.92	\$ 58,901.17
2001/2002	10/18/2001	AR Receipt # 024825	\$ 3,686.71	\$ 62,587.88
2001/2002	2/4/2002	AR Receipt # 025772	\$ 2,264.84	\$ 64,852.72
2001/2002	5/2/2002	AR Receipt # 026458	\$ 3,341.70	\$ 68,194.42
2001/2002	6/30/2002	AR Receipt # 027011	\$ 39,364.31	\$ 107,558.73
2001/2002 Total			\$ 52,281.87	
2002/2003	10/23/2002	AR Receipt # 028084	\$ 6,685.25	\$ 114,243.98
2002/2003	11/6/2002	AR Receipt # 028217	\$ 1,481.78	\$ 115,725.76
2002/2003	1/13/2003	AR Receipt # 028758	\$ 551.03	\$ 116,276.79
2002/2003	1/23/2003	AR Receipt # 028839	\$ 1,582.35	\$ 117,859.14
2002/2003	2/4/2003	AR Receipt # 028923	\$ 29.06	\$ 117,888.20
2002/2003	4/18/2003	AR Receipt # 029500	\$ 2,364.00	\$ 120,252.20
2002/2003	6/30/2003	Building Permit Fees	\$ 2,615.98	\$ 122,868.18
2002/2003 Total			\$ 15,309.45	
2003/2004	10/27/2003	Building Permit Fees	\$ 3,233.42	\$ 126,101.60
2003/2004	1/27/2004	Building Permit Fees	\$ 2,499.25	\$ 128,600.85
2003/2004	4/26/2004	From: K Gray	\$ 967.90	\$ 129,568.75
2003/2004 Total			\$ 6,700.57	
2004/2005	9/4/2004	From: K Gray	\$ 2,305.97	\$ 131,874.72
2004/2005	10/26/2004	From: K Gray	\$ 1,937.05	\$ 133,811.77
2004/2005	1/27/2005	From: K Gray	\$ 3,125.88	\$ 136,937.65
2004/2005	4/25/2005	From: K Gray	\$ 1,505.95	\$ 138,443.60
2004/2005	6/30/2005	From: K Gray	\$ 13,313.27	\$ 151,756.87
2004/2005 Total			\$ 22,188.12	
2005/2006	10/17/2005	From: K Gray	\$ 2,102.94	\$ 153,859.81
2005/2006	1/19/2006	From: K Gray	\$ 1,318.87	\$ 155,178.68
2005/2006	5/11/2006	From: K Gray	\$ 12,430.45	\$ 167,609.13
2005/2006	6/30/2006	From: K Gray	\$ 5,207.51	\$ 172,816.64
2005/2006 Total			\$ 21,059.77	
2006/2007	10/27/2006	From: K Gray	\$ 21,204.68	\$ 194,021.32
2006/2007	1/17/2007	From: K Gray	\$ 21,277.46	\$ 215,298.78
2006/2007	4/11/2007	From: C Robins	\$ 19,129.41	\$ 234,428.19
2006/2007	6/30/2007	City of Boardman	\$ 2,767.37	\$ 237,195.56
2006/2007 Total			\$ 64,378.92	
2007/2008	10/15/2007	City of Boardman	\$ 7,124.43	\$ 244,319.99
2007/2008	1/22/2008	City of Boardman	\$ 12,747.12	\$ 257,067.11
2007/2008	4/21/2008	City of Boardman	\$ 22,324.33	\$ 279,391.44
2007/2008	6/25/2008	Dell Optiplex MiniTower	\$ (1,455.00)	\$ 277,936.44
2007/2008 Total			\$ 40,740.88	
2008/2009	7/11/2008	City of Boardman	\$ 5,791.79	\$ 283,728.23

MORROW COUNTY

Fund # 237 - Building Permit Fee History

FY 2000/2001 through 2020/2021

As of March 30, 2021

<u>FY</u>	<u>Date</u>	<u>Source (if known)</u>	<u>Amount</u>	<u>Total</u>
2008/2009	10/16/2008	City of Boardman	\$ 40,918.00	\$ 324,646.23
2008/2009	1/20/2009	City of Boardman	\$ 9,893.34	\$ 334,539.57
2008/2009	4/27/2009	City of Boardman	\$ 2,517.07	\$ 337,056.64
2008/2009 Total			\$ 59,120.20	
2009/2010	9/30/2009	Bldg Perm Fee-Cty Boardman	\$ 2,072.18	\$ 339,128.82
2009/2010	10/19/2009	City of Boardman	\$ 4,774.76	\$ 343,903.58
2009/2010	1/22/2010	City of Boardman	\$ 2,937.39	\$ 346,840.97
2009/2010	4/19/2010	City of Boardman	\$ 980.93	\$ 347,821.90
2009/2010	6/30/2010	City of Boardman	\$ 2,965.18	\$ 350,787.08
2009/2010 Total			\$ 13,730.44	
2010/2011	9/8/2010	City of Boardman	\$ 647.95	\$ 351,435.03
2010/2011	10/27/2010	City of Boardman	\$ 65,319.80	\$ 416,754.83
2010/2011	1/19/2011	City of Boardman	\$ 4,970.99	\$ 421,725.82
2010/2011	4/29/2011	City of Boardman	\$ 2,925.05	\$ 424,650.87
2010/2011	6/16/2011	Dept of Consumer & Business	\$ 50.00	\$ 424,700.87
2010/2011	6/30/2011	City of Boardman	\$ 14,225.96	\$ 438,926.83
2010/2011 Total			\$ 88,139.75	
2011/2012	10/17/2011	City of Boardman	\$ 3,479.99	\$ 442,406.82
2011/2012	1/23/2012	City of Boardman	\$ 3,216.43	\$ 445,623.25
2011/2012	5/3/2012	City of Boardman	\$ 14,388.28	\$ 460,011.53
2011/2012	6/30/2012	City of Boardman	\$ 12,162.27	\$ 472,173.80
2011/2012 Total			\$ 33,246.97	
2012/2013	10/16/2012	City of Boardman	\$ 48,096.34	\$ 520,270.14
2012/2013	2/6/2013	City of Boardman	\$ 36,330.39	\$ 556,600.53
2012/2013	4/22/2013	City of Boardman	\$ 27,844.49	\$ 584,445.02
2012/2013	6/30/2013	City of Boardman	\$ 22,116.70	\$ 606,561.72
2012/2013 Total			\$ 134,387.92	
2013/2014	10/21/2013	City of Boardman	\$ 15,610.75	\$ 622,172.47
2013/2014	1/16/2014	City of Boardman	\$ 12,423.48	\$ 634,595.95
2013/2014	4/23/2014	City of Boardman	\$ 40,153.93	\$ 674,749.88
2013/2014	6/30/2014	City of Boardman	\$ 104,389.86	\$ 779,139.74
2013/2014 Total			\$ 172,578.02	
2014/2015	10/22/2014	City of Boardman	\$ 11,451.65	\$ 790,591.39
2014/2015	11/5/2014	City of Boardman	\$ 100.00	\$ 790,691.39
2014/2015	1/26/2015	Dept of Consumer & Business	\$ 36,327.08	\$ 827,018.47
2014/2015	5/11/2015	City of Boardman	\$ 29,389.63	\$ 856,408.10
2014/2015	5/22/2015	City of Boardman	\$ 50.00	\$ 856,458.10
2014/2015	6/30/2015	Dept of Consumer & Business	\$ 11,802.24	\$ 868,260.34
2014/2015 Total			\$ 89,120.60	
2015/2016	10/16/2015	City of Boardman	\$ 20,446.66	\$ 888,707.00
2015/2016	1/25/2016	City of Boardman	\$ 23,418.88	\$ 912,125.88
2015/2016	4/20/2016	City of Boardman	\$ 51,523.01	\$ 963,648.89
2015/2016	6/30/2016	City of Boardman	\$ 9,787.38	\$ 973,436.27
2015/2016 Total			\$ 105,175.93	
2016/2017	10/24/2016	City of Boardman	\$ 55,811.30	\$ 1,029,247.57
2016/2017	1/24/2017	City of Boardman	\$ 11,508.73	\$ 1,040,756.30
2016/2017	4/20/2017	City of Boardman	\$ 64,764.31	\$ 1,105,520.61

MORROW COUNTY

Fund # 237 - Building Permit Fee History

FY 2000/2001 through 2020/2021

As of March 30, 2021

<u>FY</u>	<u>Date</u>	<u>Source (if known)</u>	<u>Amount</u>	<u>Total</u>
2016/2017	6/30/2017	City of Boardman	\$ 31,083.49	\$ 1,136,604.10
2016/2017 Total			\$ 163,167.83	
2017/2018	10/19/2017	City of Boardman	\$ 20,281.33	\$ 1,156,885.43
2017/2018	1/22/2018	City of Boardman	\$ 23,311.19	\$ 1,180,196.62
2017/2018	4/19/2018	City of Boardman	\$ 61,051.27	\$ 1,241,247.89
2017/2018	6/30/2018	City of Boardman	\$ 37,681.45	\$ 1,278,929.34
2017/2018 Total			\$ 142,325.24	
2018/2019	10/26/2018	City of Boardman	\$ 46,627.33	\$ 1,325,556.67
2018/2019	2/9/2019	City of Boardman	\$ 30,050.68	\$ 1,355,607.35
2018/2019	4/15/2019	Planning	\$ 43,352.34	\$ 1,398,959.69
2018/2019	6/30/2019	Planning	\$ 30,667.80	\$ 1,429,627.49
2018/2019 Total			\$ 150,698.15	
2019/2020	11/7/2019	Planning	\$ 24,336.59	\$ 1,453,964.08
2019/2020	2/5/2020	Planning	\$ 63,634.44	\$ 1,517,598.52
2019/2020	4/23/2020	Planning	\$ 48,978.38	\$ 1,566,576.90
2019/2020 Total			\$ 136,949.41	
2020/2021	7/30/2020	Planning	\$ 43,845.00	\$ 1,610,421.90
2020/2021	10/22/2020	Planning	\$ 28,561.41	\$ 1,638,983.31
2020/2021	2/3/2021	City of Boardman	\$ 61,838.63	\$ 1,700,821.94
2020/2021 Total			\$ 134,245.04	
Grand Total			\$ 1,700,821.94	

Edit Date: August 16, 2021

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this ____ day of _____ 2021, between MORROW COUNTY (“Morrow County”) and the CITY OF BOARDMAN (“Boardman”), acting by and through its Building Department, both municipal corporations of the State of Oregon.

RECITALS

Whereas, the parties desire to work cooperatively in providing building department services, plan review and building inspections, to the citizens of Morrow County and,

Whereas, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform;

Now, therefore, it is agreed by and between the parties as follows:

A. Boardman Obligations

1. Employ an Individual who is certified with the State of Oregon and who has the following Oregon certifications: Structural Inspector Level A, B, C; Plans Examiner Level A, B, C; Mechanical Inspector Level A, B, C; and Plumbing Inspector Level A and C.
2. Said Individual, or another qualified employee or a contract employee of the Boardman Building Department, shall perform plan reviews and on-site inspections of the projects at the request of and in coordination with the Morrow County Planning Department, with the exception of electrical inspections.
3. Boardman will take all inspection requests and copies of completed inspection reports will be provided to Morrow County in electronic format.
- ~~3.4~~ Inspection service shall be provided within ~~24~~ 2448 hours of request notification. Plan Review Service shall be provided within two weeks for one and two family residences and six weeks from the date of submittal for commercial buildings from date received, provided submitted drawings are complete.

Commented [TM1]: clarify “complete?”

4.5 Boardman shall issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures adopted for the administration of this program.

5.6 Boardman shall maintain records to account for disposition of each permit.

6.7 Charge fees as established by the Adopted Fee Resolution for Morrow County.

Commented [TM2]: Note: Coordination of fees and fee rates should be further discussed.

7.8 City of Boardman shall retain ~~75%~~ 75% of all fees collected and shall pay Morrow County 25% of all fees collected, including Plan Review Fees, with the exception of Plan Review Electrical Permit Fees which shall be split between city and State of Oregon,

Commented [TM3]: City staff agreed to this; City Council did not. Currently Morrow County receives no part of Plan Review fee.

8. , which will be retained 100% by the City of Boardman.

Commented [TM4]: An alternative to this is for city to invoice county \$80./hour for inspection and plan review services and then retain 10% 90% of Plan Review fees collected. This is the Echo Umatilla model.

9. Use worksheets to detail all revenues, surcharges, fees received and owed for inspections/plan review to the appropriate agencies.

Another option is for Boardman to share Plan Review fees 50-50 and pay Boardman \$80/hour for plan reviews.

10. Submit to the Morrow County Planning Department a ~~month~~ quarterly report including the worksheets described above, a copy of each permit issued, and the county's 25% share of the revenue collected for the ~~quarter~~ month. These reports shall be submitted by the 15th of the ~~each~~ month following for the revenues collected the previous ~~quarter~~ month.

Formatted: Underline

Formatted: Underline

Formatted: Underline

11. City of Boardman and Morrow County agree to use Building Permit funds in compliance with Oregon Law ORS Chapter 455.

Commented [TM5]: Current language requires paper reports monthly.

12. City of Boardman Building Official will provide Morrow County with technical support related to laws and codes and shall assist County with updating and adopting necessary codes. City of Boardman will also provide assistance to county in maintaining a current fee schedule.

Commented [TM6]: An example would be the 2019 State Building Code Changes that County should adopt (city has already adopted).

13. City and County will meet semi-annually annually to review the program and discuss changes that may need to be implemented.

Formatted: Underline

Formatted: Underline

14. City of Boardman shall consult with Morrow County prior to making changes to its program or service territory in order to insure reliability. Examples include, but are not limited to assuming additional jurisdictions, hiring new employees, contracting with third parties, etc.

Formatted: Highlight

15. City of Boardman shall secure written agreements for reciprocal service with other agencies and share a copy with Morrow County.

Commented [TM7]: City of Boardman did not agree to this clause. Intent of this is for county to insure service.

Formatted: Highlight

~~10-16.~~ City agrees to assist county with updates to the Operating Plan every four years or as required by State of Oregon.

17. City agrees to provide timely notice to Planning Department of any Building Code violations. City will conduct necessary work to insure compliance.

18. City agrees to require land use approval prior to issuance of permits. This shall also include land use approval of electrical permits. (OAR 918-001-0045)

~~11-19.~~ City agrees to adopt and implement the ePermitting system by first quarter 2022 and shall agree to include Morrow County in the program training.

Commented [TM8]: City position is that they will implement ePermitting "on their own time." New ORS requires all jurisdictions have ePermitting in place by 2025.

B. Morrow County's Obligations

1. Morrow County shall retain administrative authority of its building program and be responsible for its Plan of Operation. Morrow County will name the City of Boardman Building Official as its Building Official.

Morrow County Planning Department will make permit forms and other permit information available to the public.

Commented [TM9]: City seeks further conversation on this.

2. Morrow County Planning Department will assist Boardman Building Official, where necessary, in enforcement of building code violations for development outside city limits.

Formatted: Font color: Dark Red

3. County agrees to work cooperatively with city to update the Operating Plan every four years or when required by State of Oregon. (ORS 455) County will adopt the Operating Plan.

4. County agrees to use Building Permit funds in compliance with Oregon law (ORS 455).

~~2-5.~~ County will update and adopt the building permit fee schedule annually.

Commented [TM10]: City advises that county must notify state.

~~3-6.~~ County will assist public with inquiries about the status of permits as necessary and when city staff is not available.

Commented [TM11]: City prefers to have exclusivity. Planning Department regularly has calls about building permits and staff simply refers to Boardman.

Both parties agree to the following schedule for the above:

Begin: _____, ~~2021~~

End: June 30, ~~2020~~1 (automatically extended until officially renewed/canceled)

2. REFUNDS

When appropriate, the City of Boardman shall issue refunds to permit applicants. Refunds will be 100% of any permit fee erroneously collected as defined in the City of Boardman's refund policy which is attached hereto and made a part of the agreement. In the event any portion of the refunded fees has already been forwarded to Morrow County, the next submission will be adjusted accordingly and accounted for on the spreadsheet and monthly report.

3. **FUNDS AVAILABLE AND AUTHORIZED**

Boardman certifies that at the time the agreement is written that sufficient funds are available and authorized for expenditures to finance costs of the agreement within Boardman's current appropriation or limitation.

4. **TERMINATION**

1. The agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days notices, in writing and delivered by certified mail or in person to the other party.
2. If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in the agreement are no longer allowable or appropriate.
3. Any termination of this agreement under Subsections 1 and 2 shall preserve any obligation or liabilities of either party already accrued prior to such termination.

5. **ACCESS TO RECORDS**

Morrow County, Boardman, and their duly authorized representative shall have access to the books, documents, papers and records of Morrow County and Boardman which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcripts.

Formatted: Font color: Dark Red

6. **STATE TORT CLAIMS ACT**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Boardman shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Boardman against any liability for damage to life or property arising from Morrow County's activity under this agreement. Boardman shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of the employees or agents of Morrow County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Morrow County shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Boardman against any liability for damage to life or property arising from Morrow County's activity under this agreement. Morrow County shall not be required to indemnify Boardman for any such liability arising out of the wrongful acts of the employees or agents of Boardman.

Morrow County	Fee
New Construction	\$122.46
Garage	\$48.30
Carport	\$24.15
Deck	\$24.15
Patio Covers	\$24.15
Basement	\$122.46
Unfinished Basement	\$22.45
Remodel	\$122.46

Hermiston	Fee
New Construction	N/A
Garage	N/A
Carport	N/A
Deck	N/A
Patio Covers	N/A
Basement	N/A
Unfinished Basement	N/A
Remodel	N/A

Pendleton	Fee
New Construction	N/A
Garage	N/A
Carport	N/A
Deck	N/A
Patio Covers	N/A
Basement	N/A
Unfinished Basement	N/A
Remodel	N/A

Union County/LaGrande	Fee
New Construction	N/A
Garage	N/A
Carport	N/A
Deck	N/A
Patio Covers	N/A
Basement	N/A
Unfinished Basement	N/A
Remodel	N/A

Umatilla	Fee
New Construction	N/A
Garage	N/A
Carport	N/A
Deck	N/A
Patio Covers	N/A
Basement	N/A
Unfinished Basement	N/A
Remodel	N/A

AVERAGE	Average
New Construction	\$122.46
Garage	\$48.30
Carport	\$24.15
Deck	\$24.15
Patio Covers	\$24.15
Basement	\$122.46
Unfinished Basement	\$22.45
Remodel	\$122.46

Total Valuation	vs. Average @	Fee	ea. additional \$1,000
\$1-\$500	6.45%	\$13.00	\$1.95
\$501-\$2,000	6.45%	\$13.00	\$1.95
\$2,001-\$50,000	6.18%	\$42.25	\$7.80
\$25,001-\$50,000	8.32%	\$221.65	\$5.85
\$50,001-100,000	8.07%	\$367.90	\$3.90
\$100,001 and up.	3.77%	\$562.90	\$3.25

Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$42.25	\$1.95
\$501-\$2,000	\$71.50	\$7.80
\$2,001-\$50,000	\$250.90	\$5.85
\$50,001-100,000	\$397.15	\$3.90
\$100,001 and up.	\$592.15	\$3.25

Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$65.00	\$1.00
\$501-\$2,000	\$65.00	\$6.00
\$2,001-\$50,000	\$90.00	\$6.00
\$25,001-\$50,000	\$218.00	\$5.85
\$50,001-100,000	\$364.25	\$3.90
\$100,001 and up.	\$559.25	\$3.25

Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$50.00	\$1.95
\$501-\$2,000	\$50.00	\$1.95
\$2,001-\$50,000	\$68.00	\$7.80
\$25,001-\$50,000	\$275.00	\$5.85
\$50,001-100,000	\$500.00	\$3.90
\$100,001-1,000,000.	\$800.00	\$3.25
1,000,001 and greater.	\$5,300.00	\$3.00

Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$23.50	\$3.05
\$501-\$2,000	\$23.50	\$3.05
\$2,001-\$50,000	\$69.25	\$14.00
\$25,001-\$50,000	\$391.25	\$10.10
\$50,001-100,000	\$643.75	\$7.00
\$100,001-1,000,000.	\$993.75	\$5.60
\$500,000.01-999,999.00	\$3,233.75	\$4.75
1,000,000 and greater.	\$5,608.75	\$3.65

Total Valuation	Average	ea. additional \$1,000
\$1-\$500	\$38.75	\$3.05
\$501-\$2,000	\$38.75	\$3.05
\$2,001-\$50,000	\$66.20	\$14.00
\$25,001-\$50,000	\$271.36	\$10.10
\$50,001-100,000	\$454.61	\$7.00
\$100,001-1,000,000.	\$701.61	\$5.60

Morrow County	Fee	vs. Average
Air Conditioner	\$11.00	11.57%
Floor Furnace	\$11.00	22.81%
Gas/Wood Fireplace/Insert	\$9.50	17.39%
Heat Pump	\$9.50	4.08%
Water Heater	\$9.50	4.61%
Pellet Stove	\$9.50	17.39%

Mechanical Permit	Fee	vs. Average
Air Conditioner	\$27.30	49.02%
Floor Furnace	\$11.00	22.81%
Gas/Wood Fireplace/Insert	\$9.50	17.39%
Heat Pump	\$27.30	8.21%
Water Heater	\$8.00	28.09%
Pellet Stove	\$9.50	17.39%

Mechanical Permit	Fee	vs. Average
Air Conditioner	\$22.00	46.87%
Floor Furnace	\$20.00	40.95%
Gas/Wood Fireplace/Insert	\$13.50	17.39%
Heat Pump	\$54.00	104.16%
Water Heater	\$13.50	21.35%
Pellet Stove	\$13.50	17.39%

Mechanical Permit	Fee	vs. Average
Air Conditioner	\$15.00	20.32%
Floor Furnace	\$15.00	5.26%
Gas/Wood Fireplace/Insert	\$13.50	17.39%
Heat Pump	\$15.00	43.29%
Water Heater	\$13.50	21.35%
Pellet Stove	\$13.50	17.39%

Mechanical Permit	Fee	vs. Average
Air Conditioner	\$15.00	20.32%
Floor Furnace	\$15.00	5.26%
Gas/Wood Fireplace/Insert	\$13.50	17.39%
Heat Pump	\$15.00	43.29%
Water Heater	\$13.50	21.35%
Pellet Stove	\$13.50	17.39%

Mechanical Permit	Average
Air Conditioner	\$18.83
Floor Furnace	\$14.25
Gas/Wood Fireplace/Insert	\$11.50
Heat Pump	\$26.45
Water Heater	\$11.13
Pellet Stove	\$11.50

July 28 2021

Morrow County Boardman, Irigon		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$13.00	
\$501-\$2,000	\$13.00	\$1.95
\$2001-\$50000	\$42.25	\$7.80
\$25,001-\$50,000	\$221.65	\$5.85
\$50,001-100,000	\$367.90	\$3.90
\$100,001 and up.	\$562.90	\$3.25

Hermiston		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$42.25	
\$501-\$2,000	\$42.25	\$1.95
\$2001-\$50000	\$71.50	\$7.80
\$25,001-\$50,000	\$250.90	\$5.85
\$50,001-100,000	\$397.15	\$3.90
\$100,001 and up.	\$592.15	\$3.25

Pendleton		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$65.00	
\$501-\$2,000	\$65.00	\$1.00
\$2001-\$50000	\$80.00	\$6.00
\$25,001-\$50,000	\$218.00	\$5.85
\$50,001-100,000	\$364.25	\$3.90
\$100,001 and up.	\$599.25	\$3.25

Union County/LaGrande		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$50.00	
\$501-\$2,000	\$50.00	\$1.95
\$2001-\$50000	\$68.00	\$7.80
\$25,001-\$50,000	\$275.00	\$5.85
\$50,001-100,000	\$500.00	\$3.90
\$100,001-1,000,000.	\$900.00	\$3.25
1,000,001 and greater.	\$5,300.00	\$3.00

Umatilla		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$23.50	
\$501-\$2,000	\$23.50	\$3.05
\$2001-\$50000	\$69.25	\$14.00
\$25,001-\$50,000	\$391.25	\$10.10
\$50,001-100,000	\$643.75	\$7.00
\$100,001-1,000,000.	\$993.75	\$5.60
\$1,000,001-999,999.00	\$3,233.75	\$4.75

DCBS - Pendleton Field Office Umatilla County		
Total Valuation	Fee	ea. additional \$1,000
\$1-\$500	\$13.00	
\$501-\$2,000	\$13.00	\$1.95
\$2001-\$50000	\$42.25	\$7.80
\$25,001-\$50,000	\$221.65	\$5.85
\$50,001-100,000	\$367.90	\$3.90
\$100,001-and greater	\$562.90	\$3.25

AVERAGE		
Total Valuation	Average	ea. additional \$1,000
\$1-\$500	\$32.90	
\$501-\$2,000	\$32.90	\$3.05
\$2001-\$50000	\$60.35	\$14.00
\$25,001-\$50,000	\$265.51	\$10.10
\$50,001-100,000	\$448.76	\$7.00
\$100,001-1,000,000.	\$695.76	\$5.60

Mechanical Permit	
Air Conditioner	\$9.50
Floor Furnace	\$13.25
Gas/Wood Fireplace/Insert	\$9.50
Heat Pump	\$9.50
Water Heater	\$9.50
Pellet Stove	\$9.50

Mechanical Permit	
Air Conditioner	\$11.00
Floor Furnace	\$11.00
Gas/Wood Fireplace/Insert	\$9.50
Heat Pump	\$9.50
Water Heater	\$9.50
Pellet Stove	\$9.50

Mechanical Permit	
Air Conditioner	\$27.30
Floor Furnace	\$11.00
Gas/Wood Fireplace/Insert	\$9.50
Heat Pump	\$27.30
Water Heater	\$8.00
Pellet Stove	\$9.50

Mechanical Permit	
Air Conditioner	\$22.00
Floor Furnace	\$20.00
Gas/Wood Fireplace/Insert	\$13.50
Heat Pump	\$54.00
Water Heater	\$13.50
Pellet Stove	\$13.50

Mechanical Permit	
Air Conditioner	\$15.00
Floor Furnace	\$15.00
Gas/Wood Fireplace/Insert	\$13.50
Heat Pump	\$15.00
Water Heater	\$13.50
Pellet Stove	\$13.50

Mechanical Permit	
Air Conditioner	\$27.30
Floor Furnace (up to 100k BTU)	\$10.80
Gas/Wood Fireplace/Insert	\$8.85
Heat Pump	\$27.30
Water Heater	\$20.00
Pellet Stove	\$8.85

Mechanical Permit	
Air Conditioner	\$20.22
Floor Furnace	\$14.01
Gas/Wood Fireplace/Insert	\$10.97
Heat Pump	\$26.62
Water Heater	\$12.90
Pellet Stove	\$10.97

Plumbing Permit	
SFD/one bed/one bath	\$210.00
Backwater Preventer	\$12.00

Plumbing Permit	
SFD/one bed/one bath	\$191.00
Backwater Preventer	\$40.00

Plumbing Permit	
SFD/one bed/one bath	\$210.00
Backwater Preventer	\$20.00

Plumbing Permit	
SFD/one bed/one bath	\$174.00
Backwater Preventer	\$37.50

Plumbing Permit	
SFD/one bed/one bath	\$210.00
Backwater Preventer(res)	\$45.00

Plumbing Permit	
SFD/one bed/one bath	\$210.00
Backwater Preventer(res)	\$20.00

Plumbing Permit	
SFD/one bed/one bath	\$202.80
Backwater Preventer	\$26.90

Misc	
Plan Review	65% of permit
Manufact Home Placement	\$211.00

Misc	
Plan Review	65% of permit
Manufact Home Placement	\$185.00

Misc	
Plan Review	65% of permit
Manufact Home Placement	\$180.00

Misc	
Plan Review	65% of permit
Manufact Home Placement	\$ 490.00

Misc	
Plan Review	65% of permit fee
Manufact Home Placement	\$400.00

Misc	
Plan Review	
Manufact Home Placement	

Misc	
Plan Review	
Manufact Home Placement	\$305.25



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

(For BOC Use)
 Item #
 6c

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:

Date submitted to reviewers: 9/2/2021
 Requested Agenda Date: 9/8/2021

(No acronyms please) **Community Development Director Position**

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: 20 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
_____	DATE	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.
<u>Lindsay Grogan</u>	<u>9/2/2021</u>	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Community Development Director position was placed on hold in order for the Board to further evaluate the direction they envision for the position. At this time the Board would like to re-visit the topic to evaluate the job description and determine if the position should be re-opened.

Discussion around job description/duties

Advertising Plan:

Morrow County Website

Facebook

Chamber websites

Gazette

East Oregonian

Tri City Herald

Indeed

GovernmentJobs.com

Other options:

Head Hunter (ex: Express Employment) - 20% of position's annual salary

Sourcing, Outreach, Professional Advertising (ex: Prothman) - ~\$7,500

2. FISCAL IMPACT:

Position is budgeted.

Fiscal impact would include the advertising costs.

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

Attach additional background documentation as needed.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Oct 2019; Revised: Sept 2021
Position Title: Community Development Director
Department: Community Development
Supervisor: County Administrator

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

Supervisory Responsibilities: Planning, The Loop, Fair Departments

Qualifications:

- Education: Bachelor's degree required, preferably in Business or Public Administration, Planning, Project Management or related field. A master's degree preferred.
- Experience: Four years of increasingly responsible experience at a level of Department Director or equivalent. Oregon municipal government experience highly preferred.
- Experience: Administration of major programs or projects.
- Experience: A minimum of (5) years of planning-related experience.
- An equivalent combination of education and experience may be considered

Skills/Abilities:

- Strong commitment to ongoing professional development.

- Leadership skills that develop and retain highly competent, public service-oriented staff through selection, training, and day-to-day management practices; such as inspire and motivate others to perform well, effectively influence actions and opinions of others, accept feedback from others and give appropriate recognition to others.
- Team Leadership skills that foster team cooperation, define team roles and responsibilities, support group problem solving, ensure progress toward goals, and acknowledge team accomplishments.
- Work with partner agencies to develop relationships, joint projects and establish lines of communication.
- Ability to function effectively in a diverse and fast-paced work environment with challenging and often competing deadlines.
- Ability to learn, apply, and develop procedures, systems, and processes of the Community Development Department.
- Strong analytical and critical thinking skills, the ability to analyze a variety of problems, to make recommendations as to their solutions and to prepare working procedures
- A solid understanding of business functions such as government processes, human relations, budgets, problem-solving, and analytical skills.
- Ability to learn the functions of other County departments.
- Ability to learn and apply a variety of codes, rules, and regulations for required reports to different agencies.
- Ability to effectively communicate with strong writing, presentation, and listening skills that promote understanding and clarity in a respectful manner.
- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.
- The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the salary range.

Job Duties/Responsibilities:

- Oversight of departmental functions, including a plan for the work to be done, assigning or executing the work and reviewing all the work completed.
- Contract oversight for the building permit program and the environmental health contract.
- Stay apprised of changes in laws affecting the responsibilities of the Community Development Department. Includes a great deal of reading in areas of Oregon

Administrative Rules, Oregon Revised Statutes requirements for both the State Department and Commission of Land Conservation and Development, and Oregon Department of Transportation.

- Theory, principles, practices and techniques of community development planning, code enforcement, economic development and related community development services; applicable federal, state and local laws, codes and regulations governing the administration of planning and community development; Oregon laws and regulations of community housing; principles and practices budgeting, purchasing and the maintenance of public records and other laws and regulations governing the conduct of public meetings; the County's personnel rules and policies, and of management and supervision.
- Plan, direct and integrate broad, comprehensive planning and community development programs and services; analyze complex planning and community development issues and problems, evaluate alternative solutions and develop sound conclusions, recommendations and courses of action; present proposals and recommendations clearly and logically in public meetings; understand, interpret, explain and apply local, state and federal law and regulations governing land use planning and community development; evaluate management practices and adopt effective courses of action; develop clear, concise and comprehensive technical reports, correspondence and other written materials; exercise sound, expert independent judgment within general policy guidelines; establish and maintain effective working relationships with the County Board of Commissioners, Planning Commission, State Building Codes, other commissions and boards, officials, staff, private and community organizations, developers and others encountered in the course of the work.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is performed primarily in County offices and may include travel to other county facilities or within the state for training. While performing this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.

- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds frequently.
- The ability to walk on uneven surfaces and/or drive on rough terrain.

Mental:

- This position is regularly required to use professional written and oral communication skills, observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning.
- Ability to perform highly detailed work under challenging, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.
- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



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

(For BOC Use)
Item #
led

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:

Date submitted to reviewers: 9/2/2021
Requested Agenda Date: 9/8/2021

(No acronyms please)

New federally recognized holiday for 2022: Juneteenth

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 9/2/2021 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):

In June of 2021, the Oregon Senate passed House Bill 2168, a bill to make Juneteenth an official state holiday every June 19 beginning in 2022.

Background:

On June 19, 1865 Union General Granger rode into Galveston, Texas and issued General Order Number 3, which required the immediate freedom of more than 250,000 enslaved African Americans in Texas. Union troops marched throughout Galveston to spread the word that all slaves were free. Juneteenth is also known as Emancipation Day, Jubilee Day, and Freedom Day.

This holiday serves to honor the freedom of enslaved people in the United States. Recognition aligns with the County's third value, Professionalism, which has been defined as: "Leading by example to conduct business in an ethical manner that promotes equity and inclusiveness with a deep sense of social responsibility as trusted public servants."

Note* This holiday is always celebrated on June 19th, specifically. A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday.

2. FISCAL IMPACT:

Approximate one year cost to add a holiday for 2022 for all employees is \$20,000.

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

Suggested motion to approve the recognition of a new paid holiday, Juneteenth, effective 2022.

Attach additional background documentation as needed.



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: September 8, 2021
RE: Monthly Planning Update

Planning Staff are anticipating the big move into the new North Morrow County Annex Building. The preparation includes organizing, sorting, filing and consolidating years of files - a good undertaking, similar to Fall Cleanup!

Planning Commission Update

Planning Commission did not meet in August.

Current Planning Activity August 2021:

- Zoning Permits – 20
- Land Use Compatibility Reviews – 3
- Land Use Decisions – 3
- Hardship Dwelling - 1
- Property Line Adjustments – 3
- Land Partitions / Replat - 2
- Rural Addresses – 5

Long Range Planning

Transportation System Plan Together with Katie Imes, Loop Coordinator, County Planning is working with Kittelson & Associates to update the transit section of the County Transportation System Plan (TSP). The update will include policies in support of transit as well as transit projects which are necessary for future funding applications. A stakeholder meeting will be held in late September or early October. Interested persons are encouraged to contact Tamra Mabbott or Katie Imes if they would like to be involved. The current TSP is on the website here:

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp_complete_document

Columbia River Heritage Trail

Staff participated in an online webinar about trails and trail planning in Eastern Oregon. A stakeholder meeting will be held in Fall. Interested persons are encouraged to contact the Planning Department.

Energy Projects

Status of renewable energy projects in Morrow County can be found on the department website here:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

A 120-megawatt solar project approved by the Planning Commission in July will begin construction fourth quarter of 2022. A new 500-megawatt application, Wagon Trail Solar, is under review by the State of Oregon Energy Facility Siting Council (EFSC). The Board of Commissioners submitted a formal response to the Notice of Intent in January which includes a list of all applicable local standards and criteria. More information about the project can be found here: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WTS.aspx>

Code Enforcement

Code Enforcement activity continues to be steady. Several long-standing code violations were processed in Justice Court this month. Code Enforcement Ordinance is posted on the Planning Department website here:

<https://www.co.morrow.or.us/planning/page/code-enforcement>

Grants Round Up:

Grant Young Memorial Grant

Planning Department received the biannual small jurisdiction planning assistance grant from the Department of Land Conservation and Development (DLCD). Each of the five cities in Morrow County should have received a grant as well. If not, please contact Angela Williamson at the DLCD

Angela.williamson@dlcd.state.or.us

State Technical Assistance (TA) Grant Program

DLCD received a robust allocation of state funding from the Oregon Legislature in the 2021 session. To try to capitalize on that opportunity, Planning Director is drafting an application that will help county and cities update the Comprehensive Plans to address Statewide Planning Goal 9 Economic Development which requires each city and county to have a 20-year supply of employment lands, otherwise known as commercial and industrial lands. Staff has just started this process and will be coordinating soon with cities and Port of Morrow.

Housing Planning Grant

Status is still pending for the regional housing grant submitted to the state Department of Land Conservation and Development (DLCD). If funded, the project would include a housing implementation plan with a focus on funding sources for infrastructure for the Cities of Ione, Lexington and Heppner in the Willow Creek Valley.

Economic Development Assistance Grants – Coal Communities

Following the COVID Recovery funding, the federal Economic Development Association (EDA), is offering large grants for community and economic development with a new, large set-aside for communities impacted by the closure of coal plants. Where Morrow County is a coal community, staff is working with Commissioners on grant applications for this program.

1. Participating within the Greater Eastern Oregon Region on a proposal for the Build Back Better Regional Challenge Grant. Phase I of this BBB grant would fund an effort for several counties to identify industry sectors that would enhance the local economy. Phase II would fund infrastructure, etc. to support development of the industries identified in Phase I.
2. Economic Adjustment (EA) Grants are not new to EDA but also have a set aside for coal impacted communities. This grant program funds infrastructure and other aspects of development connected

to job creation. Ideas for Morrow County include flood mitigation at the Heppner Mill Site, a business incubator in Heppner and Broadband for rural residents.

Other Projects:

Ione Wastewater Project Staff continue to participate in monthly calls with city officials to discuss a future wastewater system for the town. Together with the new Emergency Manager Paul Gray, staff are researching funding opportunities.

Building Inspection Program

At the request of the Board of Commissioners, County Planning Director, along with County Administrator, Finance Director and Assessor, have assembled information about the current and future program for Board consideration at their September 8th meeting.

Legislative Update Of the 30 bills related to land use signed into law after the 2021 Legislative Session, about 6 will apply to Morrow County. Staff is working on a summary of those new laws and a review of how they may impact Morrow County. Planning Commission will have a work session on the new laws at their September 28th meeting.

Planning Trivia Question of the Month: Per Morrow County Zoning Ordinance, do all Manufactured Homes require an approved Variance?

Answers to last month's trivia questions. Solar energy projects that occupy less than 1,280 acres are permitted by a county (or a city if within city limits). Larger projects are permitted by the State Energy Facility Siting Council. As part of the state review process, Board of Commissioners is appointed as the Special Advisory Group (SAG) which serves in a technical capacity submitting information about local applicable standards as well as providing opportunity for public involvement.



TREASURER

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

Jaylene Papineau

Date Prepared: September 3, 2021

BOC Agenda Date: September 8, 2021

Subject: Monthly Treasurer Report-July 2021

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates:

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	0.60%	0.60%	.00%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- *Informed LGIP rate will drop effective July 29, 2021 to 0.55%. Rates may continue decreasing. For the latest interest rate news of the LGIP visit the website at: <https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/pages/default.aspx>*

Outstanding checks: Total as of July 31, 2021 is \$782,243.41

July Total Interest: Interest less fees was \$14,830.82

July Turnover: Total distributed to Taxing Districts was \$32,088.79

Transfer Requests: I only received one Taxing District transfer of funds request in July

The statement for the LGIP and the Pooled Cash Report are included.

- *Please see the information I have added to my page of the County's website*

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836

The Oregon Short Term Fund, known as the OSTF, is managed by the Oregon State Treasury to keep taxpayer dollars safe and to help governments of all sizes to stretch public funds.

The OSTF enables governments to earn a rate of return on money between when revenue is received and when the money is needed to pay bills. The rate is determined by Treasury staff based on market conditions and yield for fixed income securities such as government and corporate bonds.

Because the OSTF is made up of government operating money, it is invested in U.S. dollar-denominated, high-quality, short-term fixed income securities. It is not invested in the stock market. The primary objectives of the OSTF investment activities, in priority order, are preservation of principal, liquidity, and yield.

All state agencies and certain public universities participate in the fund. Local governments, such as school districts and counties, and tribal governments have the option to access the fund by participating in the **Local Government Investment Pool**. Roughly 1,000 local governments participate.

Interest Rates Paid on Account Balances in the OSTF

Interest is accrued on interest bearing accounts based on the end of day balance of the account times the rate for that day, divided by the number of days in the year. Accrued interest is distributed on the last day of the month and includes interest accrued for the last day of the month.

Rate Changes:

July 29, 2021	0.55%
March 1, 2021	0.60%
October 21, 2020	0.75%
July 23, 2020	1.00%
May 14, 2020	1.30%
April 2, 2020	1.75%
March 11, 2020	2.00%
November 15, 2019	2.25%
September 24, 2019	2.45%

August 9, 2019	2.60%
December 24, 2018	2.75%
October 1, 2018	2.50%
June 18, 2018	2.25%
March 23, 2018	2.10%
January 24, 2018	1.85%
December 18, 2017	1.70%
November 1, 2017	1.55%
June 30, 2017	1.45%
March, 20, 2017	1.30%
January 1, 2017	1.15%

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JULY 31ST, 2021

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
101-100-1-10-1500	GENERAL FC W/TREASURER	10,468,485.98 (	544,286.27)	9,924,199.71
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,242.03	8.70	17,250.73
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	341,072.93 (	561.18)	340,511.75
202-100-1-10-1500	ROAD FC W/TREASURER	4,706,264.14 (	1,538,700.67)	3,167,563.47
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,423,562.62	41,191.80	1,464,754.42
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500	AIRPORT FC W/TREASURER	146,416.12 (	3,923.50)	142,492.62
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	31,690.07 (	424.12)	31,265.95
207-100-1-10-1500	911 FC W/TREASURER	373,769.60	115,958.66	489,728.26
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	259,285.77	1,708.33	260,994.10
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	983,141.07	160,334.59	1,143,475.66
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	124.42 (	87.66)	36.76
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	13.38 (	9.47)	3.91
214-100-1-10-1500	FAIR FC W/TREASURER	301,915.31 (	15,991.89)	285,923.42
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	66,704.85	33.68	66,738.53
216-100-1-10-1500	STF FC W/TREASURER	623,621.21 (	36,022.73)	587,598.48
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	31,116.44 (	11,826.01)	19,290.43
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	22,003.17 (	391.17)	21,612.00
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	41,130.07 (	39,985.75)	1,144.32
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	21,048.45 (	5,507.81)	15,540.64
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	45,953.65	23.20	45,976.85
223-100-1-10-1500	CAMI GRANT FC W/TREAS	47,296.01 (	4,469.29)	42,826.72
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	20,788.54	10.50	20,799.04
225-100-1-10-1500	STF VEHICLE FC W/TREAS	115,609.53	58.37	115,667.90
226-100-1-10-1500	FAIR ROOF FC W/TREAS	24,901.09	12.57	24,913.66
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	3,997,095.43 (	622,160.25)	3,374,935.18
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	12,057.79	10,742.91	22,800.70
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,822.99	13.04	25,836.03
230-100-1-10-1500	RODEO FC W/TREAS	10,000.00 (	10,000.00)	0.00
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	67,608.49 (	8,854.73)	58,753.76
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	21,778.04	225.05	22,003.09
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,650.95	14.97	29,665.92
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	21,199.85	10.70	21,210.55
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,096,729.41	553.69	1,097,283.10
238-100-1-10-1500	PARK FC W/TREAS	225,577.61	16,432.01	242,009.62
240-100-1-10-1500	EQUITY FC W/TREAS	305,330.61 (	67,359.04)	237,971.57
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	1,099,393.86	555.04	1,099,948.90
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	873.57	0.44	874.01
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	81,819.55	41.31	81,860.86
322-100-1-10-1500	COURT SECURITY FC W/TREAS	91,276.99	870.16	92,147.15
500-100-1-10-1500	ECHO WINDS FC W/TREAS	17,710.81	8.94	17,719.75
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	183,370.83 (	171,991.46)	11,379.37
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500	STONE FC W/TREAS	128,217.90	3,855.74	132,073.64
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00
510-100-1-10-1500	P & P FC W/TREAS	310,935.51	91,820.08	402,755.59
514-100-1-10-1500	IONE SD B & I FC W/TREAS	961.08 (	682.35)	278.73

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JULY 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	351.48 (	246.39)	105.09
516-100-1-10-1500		RADIO DIST FC W/TREAS	1,812.48 (	1,280.35)	532.13
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	329.99 (	233.59)	96.40
521-100-1-10-1500		PGE CARTY FC W/TREAS	51,940.81	26.22	51,967.03
522-100-1-10-1500		SHERIFF RES FUND/TREAS	14,988.46	7.57	14,996.03
540-100-1-10-1500		RESILIENCY FUND W/TREAS	92,008.25	0.00	92,008.25
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	9,744.91 (	6,879.32)	2,865.59
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.09 (	0.09)	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	1,897.70 (	1,360.06)	537.64
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	964.36 (	688.32)	276.04
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	17,865.69	27.07	17,892.76
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	26.11 (	18.67)	7.44
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,621.21	2.35	3,623.56
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	897.17 (	633.72)	263.45
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	9,675.25 (	6,855.89)	2,819.36
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	2,004.05 (	1,429.72)	574.33
633-100-1-10-1500		CITY OF IONE FC W/TREAS	320.78 (	228.69)	92.09
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	994.21 (	706.40)	287.81
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	163.01 (	115.01)	48.00
636-100-1-10-1500		BOARDMAN RFPD FC W/TREAS	5,924.69 (	4,173.47)	1,751.22
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	305.72 (	217.02)	88.70
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	597.39 (	425.02)	172.37
640-100-1-10-1500		IONE RFPD FC W/TREAS	733,633.27 (	4,407.37)	729,225.90
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	129.75 (	129.59)	0.16
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	154.92 (	108.45)	46.47
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	256.35 (	182.26)	74.09
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	294.19 (	209.41)	84.78
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	113.34 (	80.88)	32.46
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	795.79 (	566.29)	229.50
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	1,634.69 (	1,144.59)	490.10
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	450.49 (	321.48)	129.01
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	3,847.16 (	2,685.43)	1,161.73
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	579,396.26	1,720.07	581,116.33
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	48.42 (	34.40)	14.02
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	38,826.04 (	27,400.27)	11,425.77
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	188,892.51	2,701.00	191,593.51
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	6,512.28 (	4,600.88)	1,911.40
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.46	0.01	14.47
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	0.00	0.00	0.00
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	0.00	0.00	0.00
658-100-1-10-1500		BMCC FC W/TREASURER	6,993.87 (	4,941.10)	2,052.77
659-100-1-10-1500		BMCC B & I FC W/TREASURER	2,343.95 (	1,652.19)	691.76
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	2,282.51 (	1,608.07)	674.44
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	248.55 (	176.94)	71.61
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	2,305.64 (	1,626.42)	679.22
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	885.78 (	631.42)	254.36
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	381,253.42	192.48	381,445.90
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,001.68	5.55	11,007.23
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	1,845.51	0.93	1,846.44
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	8,466.80	4.27	8,471.07
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,160.13	0.59	1,160.72
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	269,361.08	135.99	269,497.07
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	23,290.35 (	18,629.69)	4,660.66
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,130.22 (	2,127.35)	2.87
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,272,353.77	642.36	1,272,996.13
685-100-1-10-1500		STATE HOUSING FC W/TREAS	33,993.06 (	23,724.21)	10,268.85
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,078.36	55.57	110,133.93
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	3,894.83 (	2,772.68)	1,122.15
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	154.29 (	110.88)	43.41
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	222.04 (	159.36)	62.68
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	31,898.09	31,898.09
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			31,815,794.94 (	2,726,854.09)	29,088,940.85

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	(53,013.95)	418,024.19	365,010.24	
999-100-1-10-1502	PAYROLL BEO	254,664.53 (	242,930.46)	11,734.07
999-100-1-10-1503	STATE TREASURY POOL	31,847,095.63 (	3,144,879.88)	28,702,215.75
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00	
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00	
999-100-1-10-1507	COMMUNITY BANK	100.20	0.00	100.20	
999-100-1-10-1508	US BANK	0.00	0.00	0.00	
SUBTOTAL CASH IN BANK - POOLED CASH			32,048,846.41 (2,969,786.15)	29,079,060.26

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	245,229.66 (245,229.66)	0.00	
SUBTOTAL WAGES PAYABLE			245,229.66 (245,229.66)	0.00

TOTAL CASH IN BANK - POOLED CASH

			31,803,616.75 (2,724,556.49)	29,079,060.26
--	--	--	-----------------	---------------	---------------



OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending July 31, 2021

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary	
Opening Balance	31,847,095.63	July 31, 2021	June 30, 2021
Purchases	632,992.50	Oregon LGIP	28,702,270.40
Redemptions	(3,777,817.73)		31,847,095.63
<hr/>		<hr/>	
Closing Balance	\$28,702,270.40	Total	\$28,702,270.40
Dividends	14,758.32		\$31,847,095.63



Account Statement

For the Month Ending **July 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					31,847,095.63
Opening Balance					31,847,095.63
07/01/21	07/01/21	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	7,609.50	31,854,705.13
07/01/21	07/01/21	Redemption - ACH Redemption	1.00	(1,500,000.00)	30,354,705.13
07/01/21	07/01/21	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - June 2021	1.00	(0.30)	30,354,704.83
07/01/21	07/01/21	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - June 2021	1.00	(0.20)	30,354,704.63
07/02/21	07/02/21	Redemption - ACH Redemption	1.00	(350,000.00)	30,004,704.63
07/06/21	07/06/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	623.83	30,005,328.46
07/09/21	07/09/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(9,337.82)	29,995,990.64
07/09/21	07/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(351.48)	29,995,639.16
07/09/21	07/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(329.99)	29,995,309.17
07/09/21	07/09/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(1,634.69)	29,993,674.48
07/09/21	07/09/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(3,847.16)	29,989,827.32
07/09/21	07/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(11,572.95)	29,978,254.37
07/09/21	07/09/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(38,950.46)	29,939,303.91
07/09/21	07/09/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(6,512.28)	29,932,791.63
07/09/21	07/09/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(4,869.29)	29,927,922.34
07/12/21	07/12/21	Redemption - ACH Redemption	1.00	(26.11)	29,927,896.23
07/12/21	07/12/21	Redemption - ACH Redemption	1.00	(500,000.00)	29,427,896.23
07/14/21	07/14/21	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	228.17	29,428,124.40
07/14/21	07/14/21	Redemption - ACH Redemption	1.00	(1,000,000.00)	28,428,124.40



OREGON
STATE
TREASURY

Account Statement

For the Month Ending July 31, 2021

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
07/15/21	07/15/21	ODOT - ODOT PYMNT	1.00	108,074.00	28,536,198.40
07/15/21	07/15/21	Redemption - ACH Redemption	1.00	(165.00)	28,536,033.40
07/16/21	07/16/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	781.34	28,536,814.74
07/19/21	07/19/21	ODOT - ODOT PYMNT	1.00	107,456.55	28,644,271.29
07/20/21	07/20/21	ODOT - ODOT PYMNT	1.00	27,049.43	28,671,320.72
07/21/21	07/21/21	Redemption - ACH Redemption	1.00	(220.00)	28,671,100.72
07/23/21	07/23/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	174,332.71	28,845,433.43
07/27/21	07/27/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	617.00	28,846,050.43
07/28/21	07/28/21	OR REV CAFFA - CAFFACNTYD	1.00	48,593.32	28,894,643.75
07/28/21	07/28/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	617.00	28,895,260.75
07/28/21	07/28/21	Redemption - ACH Redemption	1.00	(350,000.00)	28,545,260.75
07/29/21	07/29/21	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	878.15	28,546,138.90
07/30/21	07/30/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	617.00	28,546,755.90
07/30/21	07/30/21	SFMS Fr:Military Dept 911 Tax	1.00	132,113.72	28,678,869.62
07/30/21	07/30/21	SFMS Fr:Youth Authority, Oregon Juvenile Basic	1.00	8,642.46	28,687,512.08
07/30/21	08/02/21	Accrual Income Div Reinvestment - Distributions	1.00	14,758.32	28,702,270.40



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **July 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					28,702,270.40
		Month of July	Fiscal YTD July-July		
Opening Balance		31,847,095.63	31,847,095.63	Closing Balance	28,702,270.40
Purchases		632,992.50	632,992.50	Average Monthly Balance	29,193,070.58
Redemptions		(3,777,817.73)	(3,777,817.73)	Monthly Distribution Yield	0.60%
<hr/>					
Closing Balance		28,702,270.40	28,702,270.40		
Dividends		14,758.32	14,758.32		

From: Lineer, Thomas A CIV USARMY HQDA DCS G-9 (USA)

Sent: Tuesday, July 13, 2021 10:54 AM

To: Rachael Mangum

Subject: (External)Army Response and PA Amendment and MOU for public commenet

Rachael:

Please find attached the following:

1. The Army response to the attached CTUIR and Oregon SHPO letters on the redaction identifying Coyote Coulee in the PA Amendment and MOA.
2. The PA Amendment and MOA that will be release for 30 day public comment period this week.

v/r

Tom

Thomas Lineer
BRAC Program Manager
HQDA/ODCS G-9
703. 371-6785 (telework number)

From: [Rachael Mangum](#)
To: [Lineer, Thomas A CIV USARMY HQDA DCS G-9 \(USA\)](#)
Subject: [Non-DoD Source] Re: (External)Army Response and PA Amendment and MOU for public commenet
Date: Tuesday, July 13, 2021 7:19:11 PM

Hi Tom,

Thank you for the update including formal letters from the CTUIR and SHPO and final revision to the PA Amendment. I understand the tribe's concern and had previously discussed that it would be appropriate to redact any maps showing the location of the historic property of religious and cultural significance to an Indian tribe (HPRCSIT), the Coyote Coulee, from a publicly available version of the PA amendment. Instead of stating in the PA Amendment that you are redacting this location from any maps, I understand that your proposed path is not to include it in any version of the PA, including the one that would be submitted to signatories. Since you indicate in the first paragraph under Stipulations that Exhibit B only shows *archaeological sites* eligible for the NRHP (not the one *HPRCSIT*, a different type of historic property), then the new Exhibit B shows exactly what is specified; however, to avoid any confusion by a future reader of the PA and this amendment, I would recommend including a statement in the Whereas clause regarding Coyote Coulee's identification that its location is not shown/was redacted from maps to protect the historic property in accordance with NHPA Section 304 (a)(3) (or to that effect).

One other thought is to clarify the distinction between the two types of historic properties covered in the amendment by specifying in the two Whereas clauses dealing with the identification of the trail segments and igloo site that these are *archaeological sites* that are historic properties (for parity, you already note in the Whereas that Coyote Coulee is a HPRCSIT). To do this, you could insert "archaeological site" after each site name as below:

"...identified the South Trail (35UM497) and the North Trail (35UM498) *archaeological sites* as historic properties..."

and

"...identified the site of the 1944 UMCD Igloo Accident *archaeological site* as a historic property.."

I believe these minor changes would help explain the rationale and make clear that there is not an oversight in mapping.

Please let me know if you have any questions.

Thanks,
Rachael

From: Jim Doherty <jdoherty@co.morrow.or.us>
Sent: Friday, August 13, 2021 5:19 PM
To: Lanigan, Michele M CIV USARMY HQDA DCS G-9 (USA)
Subject:[Non-DoD Source] PA Amendment

Michele,

After reviewing the PA Amendment that is out for public comment, I noticed a bit of housekeeping that needs to be addressed.

In the signature line it indicates that Commissioner Don Russell is to sign on behalf of the Columbia Development Authority.

As it stands today, he is not the Chair and we haven't scheduled a meeting to elect a subsequent Chair.

This of course could lead to an extension of process if not addressed in the PA review.

I don't ultimately have the answer but might suggest leaving the "Chair," line and the CDA can call a meeting to select same. Perhaps have vice-chairman Mr. Tovey from CTUIR sign or other?

I just wanted to bring this to the concerns of you and your team.

Thanks,

Morrow County Commissioner
Jim Doherty
541 571 0584

August 16, 2021

Public Comment — NPHA 106 PA Amendment
Umatilla Chemical Depot

Wendell Baskins
1315 Lafayette Ave
Oregon City, Oregon 97045

To whom it may concern:

The PA Amendment does not define the location of the South Trail to be protected. As a member of the Oregon Trail Advocates, I would like to make a recommendation to amend the section of the PA that deals with the set aside area of the South Trail.

I would like to recommend that the eastern boundary and the starting point for east and west measurement be established 75 ft west of Juniper Road's center line. This extra width before the start of measurement would allow for improvement of utilities and the widening of Juniper Road. It also would help protect the set aside area from intrusion.

In addition I would also recommend that the length of the set aside area be enlarged at least 227 ft or approximately the last OCTA marker to protect a larger segment from future impacts. An additional buffer at the west end of the segment would ensure that not just the width of the trail is protected but also the length.

If I can offer further help, please feel free to contact me.

Sincerely,
Wendell Baskins
503-655-0311
webaskins@gmail.com

August 17, 2021
Public Comment NPHA 106 PA Amendment
Umatilla Chemical Depot

Jenny Miller
445 SE 9th Dr.
Hermiston OR 97838

To: Michele Lanigan
Umatilla BRAC Office
78798 Ordnance Road
Hermiston OR 97838

Ms. Lanigan,

I am responding to the public notice for input on the PA Amendment. I am the secretary for NW Oregon and California Trails Association (NWOCTA). Wendel Baskins has been representing us and the former Oregon Historic Trails Advisory Counsel. We noticed that the PA Amendment did not mention where the trail to be protected is located. We would like it to be the section west of Juniper Road, that has been discussed in the past. We would like the east section of the trail to begin 75' west of the center of Juniper Road. This puts it just past the phone lines and disturbed areas along the road. This will allow room for future road or utility expansion. We would also request that the section to be preserved is an additional approximate 227' or approximately to the marker that is currently in place. That would make the total protected area about 827'. An additional request would be a buffer of about 100' on the west end of that segment. My request is to make sure that the buffer includes not just the width of the trail, but also the west end. This is the best section of the southern trail and is optimum for visitors. As a linear feature, the length of area to be protect adds to the integrity of the site. We really appreciate your consideration in this manner. We would also appreciate that this area be identified on the map attachment to the PA Amendment.

Additionally, there had been discussion about a visitor center on the east end of the south trail, by the freeway interchange. I did not see that discussed. We would still like to see that happen.

I have included a few of the pictures to illustrate the request. Thank you again.

Jenny Miller
Secretary, NW OCTA



From: Lanigan, Michele M CIV USARMY HQDA DCS G-9 (USA) <michele.m.lanigan.civ@mail.mil>
Sent: Wednesday, August 18, 2021 7:06 PM
To: Lineer, Thomas A CIV USARMY HQDA DCS G-9 (USA); Ryan, Susan M CIV USARMY HQDA DCS G-9 (USA)
Subject: FW: [Non-DoD Source] RE: PA Amendment (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

I asked Teara at the CTUIR about the public review of the PA Amendment. Below is her response.

Michele Lanigan
BRAC Transition Coordinator
Umatilla Chemical Depot, 5026
78798 Ordnance Road
Hermiston, OR 97838
michele.m.lanigan.civ@mail.mil
503-428-4082

From: Teara Farrow Ferman <TearaFarrowFerman@ctuir.org>
Sent: Wednesday, August 18, 2021 3:59 PM
To: Lanigan, Michele M CIV USARMY HQDA DCS G-9 (USA) <michele.m.lanigan.civ@mail.mil>
Subject: [Non-DoD Source] RE: PA Amendment (UNCLASSIFIED)

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

The CTUIR has reviewed with the Cultural Resources Committee and they made a recommendation to the BOT to support and approve it. The BOT does not review it until August 25th.

TEARA FARROW FERMAN
Interim Executive Director | Office of the Executive Director
Confederated Tribes of the Umatilla Indian Reservation
541.429.7230 Office | Fax
TearaFarrowFerman@ctuir.org

The information in this e-mail may be confidential and intended only for the use and protection of the Confederated Tribes of the Umatilla Indian Reservation. If you have received this email in error, please immediately notify me by return e-mail and

delete this from your system. If you are not an authorized recipient for this information, then you are prohibited from any review, dissemination, forwarding or copying of this e-mail and its attachments. Thank you.

From: Lanigan, Michele M CIV USARMY HQDA DCS G-9 (USA) [Caution-mailto:michele.m.lanigan.civ@mail.mil]
Sent: Wednesday, August 18, 2021 2:56 PM
To: Teara Farrow Ferman <TearaFarrowFerman@ctuir.org>
Subject: PA Amendment (UNCLASSIFIED)

EXTERNAL EMAIL: Please use caution when clicking links or opening attachments.
CLASSIFICATION: UNCLASSIFIED

Hi Teara, I did not see any response from you on the public notice for the PA Amendment. So, I'm assuming you are ok with it?

Michele Lanigan
BRAC Transition Coordinator
Umatilla Chemical Depot, 5026
78798 Ordnance Road
Hermiston, OR 97838
michele.m.lanigan.civ@mail.mil < Caution-mailto:michele.m.lanigan.civ@mail.mil >
503-428-4082

Public Comment – NHPA Section 106 PA Amendment

Umatilla Chemical Depot, Hermiston, Oregon

Sam Pambrun
76928 Pambrun Road
Adams, Oregon 97810
541-566-0360
dspambrun@gmail.com

- (1) The Section 106 process is being used to manage the transfer of 9748.72 acres of land from the U. S. Army's UMCD (Umatilla Chemical Depot) control to CDA (Columbia Development Authority), the local reuse agency.
- (2) The Army was required to identify which historic properties listed or eligible for listing in the National Register of Historic Places were impacted by the transfer.
- (3) The Army determined that a National Historic Trail would be affected by the land transfer and studied how to mitigate and/or reduce harm to that historic property.

The Army got together with SHPO (State Historic Preservation Office), ACHP (the federal Advisory Council on Historic Preservation), CDA and CTUIR (Confederated Tribes of the Umatilla Indian Reservation) and through the Section 106 process decided to "save" 200 yards of the 9 ½ miles of pristine Oregon Trail ruts on the Umatilla Chemical Depot.

The Section 106 process was designed to be a fair, transparent process, involving all of the historic stakeholders and the local community. None of this was apparent in the UMCD Section 106 process.

Oregon Trail advocates were essentially sidelined in this process and when the advocates agitated for preservation of a larger portion of the Trail they were ignored. Not one of the recommendations made by the ad hoc Oregon Trail advocates group was adopted, or for that matter, even seriously considered.

In the long run, none of the Oregon Trail on the Umatilla Chemical Depot will enjoy guaranteed preservation. The standard way to preserve historic features and trails is by deed covenant. The Section 106 process, as practiced at UMCD, will require no deed covenants. Deed covenants are standard operating procedure throughout the United States. What happened here is highly irregular if not dishonest.

The entire process of preserving the Oregon Trail at the Depot has been corrupt at the federal, state and local levels. The NHPA (National Historic Preservation Act) Section 106 process has been circumvented. There are millions of dollars involved in the transfer of federal UMCD property to the private sector. The vultures have been out in force.

Destroying a national historic trail on federal land has been a complicated process, involving coordinated corruption at the local, state and federal levels. Apart from the Trail advocates, every local participant in this process stands to financially gain from destroying the Oregon Trail at the Depot. My testimony seeks to clarify the process used to accomplish this shameful end. Transparent it was not.

There have been multiple irregularities in the process of preserving (or destroying) the National Historic Oregon Trail at the Umatilla Chemical Depot. A description of these follows:

- In 1988 a citizen advisory committee was appointed when the UMCD (Umatilla Chemical Depot) was assigned to the Army's BRAC (Base Realignment and Closure Act) program.
- Local citizens continued to serve in determining the future of the UMCD through 2009 when the Local Redevelopment authority was established.

- When CDA (Columbia Development Authority) was established in 2014 local politicians assumed control of the reuse planning for the UMCD. The Army funded CDA, payroll, staff and board travel, office expenses as well as all the studies CDA authorized.
- During the period 2010 to 2017 Oregon SHPO (State Historic Preservation Office) requested CDA involve the Oregon Trail folks in the Section 106 Oregon Trail mitigation process.
- After 2017 SHPO refused to recognize input from the “Oregon Trail Folks.”
- Oregon SHPO’s leadership and advisory panels are made up of mostly of members whose background and/or employment is economic development.
- SHPO’s refusal to involve the Oregon Trail folks and/or to fund a deed covenant to protect the UMCD Oregon Trail created difficulties for the OHTAC (Oregon Historic Trails Advisory Committee and a loosely-affiliated group called the “Oregon Trail Advocates.”
- SHPO’s withdrawal from active preservation work on the project made saving the Oregon Trail at UMCD from destruction much more difficult.
- During the period 2018-2021 the Oregon Trail advocates searched for in-state and out-of-state covenant holders. We communicated with at least a half dozen of these organizations.
- The odd thing about this is that one of the main reasons SHPO’s were organized nationally was to protect state historic resources. According to the Army, all other state’s SHPOs fund covenants or their SHPOs agree to directly monitor and enforce covenants required for Section 106 properties.
- SHPO’s in all 50 states are funded by federal and state resources. Oregon is the only state I know of whose SHPO has refused to fund or monitor and enforce a covenant for a legitimate, researched segment of the Oregon Trail.

- Maybe this is because Representative Greg Smith, the CDA executive who has been hostile to historic preservation at the Depot, from his position as Vice-Chair of the joint Ways and Means Committee has influenced the passage of SHPO's budget.
- OHTAC was a governor-appointed group established to monitor and manage the sixteen designated historic trails in Oregon. The Oregon Trail on UMCD is one of the sixteen.
- OHTAC first recommended preservation of the Oregon Trail at UMCD in 2008.
- In 2018 OHTAC traveled to UMCD to study the Oregon Trail. Their report pointed out the Trail at UMCD was a "crossroads" and that part of it was the "first" Oregon Trail (1841-1847) in Oregon.
- The route of this earliest Oregon Trail crossed the Umatilla River at Cayuse and continued to the Whitman Mission, to Fort Nez Percés, down the South bank of the Columbia River to Cottonwood Bend on the Umatilla and through the Depot. The 1841-1847 Trail is a significant historic resource.
- Two weeks after OHTAC recommended in 2018 that the Oregon Trail on UMCD be preserved it was dissolved by Oregon's governor. OHTAC was shortly thereafter removed from the Section 106 process.
- During 2018 & 2019 the Oregon Trail advocates made 44 written and oral requests regarding Oregon Trail preservation issues.
- During the 2018-2021 period the Oregon Trail advocates asked numerous times that the Army, that CDA, that SHPO deal with us in good faith. No response, no good faith.
- In a 20 July 2018 letter I asked the CDA Executive Director six questions. I got no response. My questions were centered around the theme that it seemed like CDA was purposefully avoiding historic and cultural concerns regarding the transfer of Army land to CDA.

- CDA is a secretive organization. Some of their meeting notes weren't posted until three months after a meeting and those notes left out Oregon Trail preservation requests and recommendations.
- Representative Smith has secured legislation for pumping irrigation water from the Columbia River. UMCD will be one of the beneficiaries of this legislation.
- In 2020, after years of representing the U. S. Army in UMCD Oregon Trail Section 106 mitigation as a contractor for the BRAC program, Ed Orloski switched sides and went to work for Greg Smith and CDA as a private consultant. CDA pays him \$7500.00 a month.
- Six months prior to Ed Orloski joining CDA the Oregon Trail advocates asked Greg Smith if CDA would fund and manage a deed covenant. He told us no, CDA didn't have the money.
- Greg Smith and Associates, a company owned by State Representative Greg Smith, as near as I can tell, "finds" properties for commercial businesses.
- It is rumored Greg Smith and Associates has found United Parcel Service a commercial lot on the SE corner of UAD but because CDA refuses to publicly discuss real estate transactions no one will know if the rumor is true until the real estate transaction has been completed. If true, this commercial transaction will destroy about a quarter mile of the Oregon Trail.
- In 2019 a representative of the U. S. Army told us the negotiated mitigation contained in the latest Section 106 Amendment was a done deal. We were told that the Oregon Trail Advocates were spinning their wheels in trying to influence preservation of the Oregon Trail at the UMCD.
- We were told the negotiating was done, take it or leave it. Obviously, this was not true, the Section 106 process is still in progress (August 2021).
- For years OHTAC and the Oregon Trail Advocates attempted to get SHPO, CDA, Morrow and Umatilla County Commissioners and other reuse-involved persons and organizations to accompany us on a walking tour of the UMCD Oregon Trail ruts.

- Until 2021 when it became clear that the UAD Section 106 process was in fact a “done deal,” no one took us up on our offer, and even then, the CDA board and staff have still refused to tour the trail segments with us.
- CDA-hired archaeologists designated the Oregon Trail ruts across the Depot in their report. The only problem was that the CDA archaeological study showed that the Oregon Trail followed buried utility lines across the Depot property.
- Bad science and bad research should not be used to mitigate a historic trail.

My family has lived in Oregon since 1831. We’re not whackos or whiners. We do expect good government and honesty. I’m saddened by what has happened during the transfer of federal U. S. Army property at the Umatilla Chemical Depot to local economic development interests. I’ve been stonewalled and disrespected. My only hope is that this outrageous miscarriage of justice becomes a rallying point for those who wish to hold local, state and national politicians accountable. Such atrocities as the UMCD land transfer should not become the Oregon standard for preservation of historic properties.

**AMENDMENT #1
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory
Council on Historic Preservation, Columbia Development Authority, and Confederated
Tribes of the Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

WHEREAS the Programmatic Agreement (“the Agreement”) was executed in December 2013;
and

WHEREAS the Department of the Army (“Army”) carried out its Phase 1b Archaeological Survey under stipulation (A)3 of the Agreement at the former Umatilla Chemical Depot (“UMCD”). The survey results were provided to all consulting parties including the Oregon State Historic Preservation Officer (“SHPO”), Columbia Development Authority (“CDA”), and Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), as well as a local community advocacy group, Oregon Trail Advocates (“Trail Advocates”) in draft form in 2016 and 2018. The Addendum to Archaeological Field Investigations for Base Realignment And Closure (“BRAC”) Land Parcels Leaving Federal Ownership at Umatilla Chemical Depot, Morrow and Umatilla Counties, Oregon, was provided to the parties in July 2019; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army identified the South Trail (35UM497) and the North Trail (35UM498) as historic properties that are eligible for listing in the National Register of Historic Places (“NRHP”) under both Criteria A and D as contributing elements of the Oregon National Historic Trails (NHT). The South Trail is an alternate cut-off route from Cottonwood Bend to Coyote/Boardman, Oregon, while the North Trail is an alternate cut-off route from Cottonwood Bend to Irrigon, Oregon. Each trail was a significant historic route for westward settlement. These historic trails located on UMCD have been recorded on multiple historical maps and have been used up to modern times. They are significant local and national resources that retain integrity of location, design, setting, materials, feeling, and association; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army and SHPO identified the site of the 1944 UMCD Igloo Accident as a historic property that is eligible for listing in the NRHP under both Criteria A and D, its eligibility determined by an event that had a significant impact on the region and local community; and

WHEREAS, in accordance with stipulation (C)2 of the Agreement, the Army identified Coyote Coulee as a Historic Property of Religious and Cultural Significance to an Indian Tribe (“HPRCSIT”) that is eligible for listing in the NRHP as it was a traditionally used travel route, hunting location, and traditional plant gathering area of the CTUIR; and

WHEREAS, as a result of the Army’s determination that the undertaking will have an Adverse Effect on the South Trail, the North Trail, Coyote Coulee, and the 1944 UMCD Igloo Accident site (collectively the “Properties”), in accordance with stipulation (D) of the Agreement, the parties have consulted to determine appropriate measures to avoid, minimize or mitigate adverse effects to the Properties; and

WHEREAS, the Army invited the CDA to be a signatory to this Amendment, as the CDA is the intended recipient of most of the Property (9,539.45 out of 9648.72 acres) transferring out of federal ownership (see **Exhibit A**), which includes the aforementioned NRHP eligible properties. The Army, CDA, and CTUIR shall be responsible for executing stipulations within this amendment as listed below; and

WHEREAS, the remaining 109.27 acres will transfer to Federal Highway Administration and then to the Oregon Department of Transportation, and are not subject to this PA Amendment; and

WHEREAS, the CDA and CTUIR executed a Memorandum of Agreement on July 31, 2019 to transfer 4,019.1 acres and manage certain respective portions of the Property area designated in the Redevelopment Plan as the “Wildlife Refuge” for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge, as zoned by Umatilla and Morrow counties; and

WHEREAS, the Army invited the CTUIR to be a signatory to this Amendment, because the CTUIR has responsibilities with regards to two historic properties as stipulated below in Sections C and D. These historic properties are contained within the 4,019.1 acres the CTUIR will receive from the CDA; and

WHEREAS, after 18 months of discussions with the consulting parties, the Army determined that including a protective covenant with the conveyance of the Property to the CDA could not be accomplished. On August 21, 2018, the Army notified the SHPO of its decision to mitigate the adverse effects of portions of the Property leaving federal control and convey the Property to the CDA without a deed covenant. In coordination with the SHPO, ACHP, CDA, and CTUIR, the Army proposed a comprehensive mitigation package in accordance with stipulations (A) through (G) of this Amendment, to avoid, minimize, or mitigate potential adverse effects. The signatories to this Amendment hereby agree that the undertaking shall be implemented in accordance with the below stipulations; and

WHEREAS, to address concerns regarding the long-term protection and preservation of historic properties on the Property after transfer to CDA, the CDA coordinated with the Board of Commissioners for Morrow County, Oregon and the Board of Commissioners of Umatilla County, State of Oregon, which each passed resolutions to assume perpetual responsibility to maintain, protect, and preserve the South Trail (Morrow County) and 1944 Igloo Site (Umatilla County).

NOW THEREFORE, in accordance with stipulation (G) of the Agreement, the Army, SHPO, and ACHP agree to *amend* the Agreement as follows:

STIPULATIONS

Resolution of Adverse Effects:

Archaeological sites that have not been identified as eligible for listing in the NRHP, will not merit further treatment or protection by the Army. Archaeological sites that have been identified as eligible for listing in the NRHP (see **Exhibit B**) and are adversely affected shall be mitigated in the following manner:

(A) General Army Actions:

1. The Army will provide a total of seven (7) interpretive panels including: one (1) panel about the South Trail, one (1) panel about the North Trail, one (1) panel about the 1944 UMCD Igloo Accident, one (1) panel about UMCD history, one (1) panel about Native American history and prehistory at UMCD, one (1) panel about Coyote Coulee. All but two of the panels will be installed near the South Trail. The panel for the 1944 UMCD Igloo Accident will be installed at that specific site. The purpose and exact location of the seventh panel will be determined by Army and SHPO.
 - a. Specifications for each interpretive panel shall include:
 - i. A requirement that each interpretive panel range in size from 2ft. X 3ft. up to 4ft. X 6ft.
 - ii. Each panel shall be constructed of durable materials appropriate for the environment, designed to last no less than 10 years, and of professional quality.
 - iii. Each panel must be prepared by persons that possess the skills of a qualified historian, architectural historian, cultural resource specialist, exhibit specialist/graphic artist and by an organization that has experience in designing and manufacturing like panels of professional quality.
 - b. The Army, in consultation with the SHPO and CTUIR, shall at Army's sole expense, develop a portable interpretive exhibit to include photographs and historic narrative and establish a program geared toward education and awareness of UMCD's prehistory, history and archaeological properties. The portable exhibit shall be available to institutions around the State of Oregon and in southern Washington State. The exhibit will incorporate the historic context and criteria of eligibility to explain the history and significance of these historic properties. The new interpretive exhibits will be available to the public for a minimum of five (5) years. At the end of 5 years, the display will be provided to the Umatilla County Museum & Heritage Station.
 - c. The Army, in consultation with the SHPO, CDA, and CTUIR, shall develop brochures regarding UMCD's prehistory, history and archaeological properties in Adobe Acrobat pdf files. The brochures will be made available to the U.S. Army Corps of Engineers (Seattle District), the CTUIR and CDA to post on their respective websites.

(B) South Trail (35UM497)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on conveyance/transfer of the Property:
 - a. The Army will conduct a Light Detection and Ranging (LiDAR) survey of the entire South Trail located on the property to be conveyed out of federal control, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided

to consulting parties in the form of electronic imagery and a final report which interprets the findings of the survey. The South Trail is identified in **Exhibit B**.

- b. The Army will provide ten (10) signs that reference state cultural resource protection laws to the CDA to be installed at locations on the interpretive segment of the South Trail (600 ft. length x 500 ft. width of the South Trail) to be agreed upon between Army, SHPO, CDA, and the CTUIR.
2. The CDA shall manage, maintain, protect and preserve the interpretive segment of the South Trail in accordance with applicable Oregon law, regulations, Morrow County zoning ordinances for so long as CDA owns the property on which the interpretive segment of the South Trail located. Pursuant to the Resolution of Morrow County attached hereto as **Exhibit C**, Morrow County shall, following CDA's acquisition of the Property and the completion of the stipulations in this section, assume ownership of the interpretive segment of the South Trail, and thereafter shall manage, maintain, protect, and preserve it in accordance with the terms and obligations of this Section (B)(2) in perpetuity. The CDA also agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the Property:
- a. The CDA will survey the 600 ft. length x 500 ft. width of the South Trail (interpretive segment of the South Trail) and develop a legal description of the segment to be preserved by CDA. The CDA will provide the survey and legal description to the U.S. Army Corps of Engineers, Seattle District, Army, SHPO, CTUIR, and Morrow County.
 - b. For the purpose of public safety, the CDA, in coordination with SHPO and Army, may enclose an interpretive segment of the South Trail with protective measures (i.e., strategically located boulders, natural berms).
 - c. For purpose of interpretation, the CDA shall provide to the signatory parties aerial stills photographs of the entire length of the South Trail and will consider local support to complete this action.
 - d. The CDA will provide Americans with Disabilities Act ("ADA") compliant parking and on-site public amenities (i.e., public benches, tables), all located outside the 500 ft. buffer zone of the interpretive segment of the South Trail. CDA's mitigation will also include an ADA compliant platform located at an existing knoll as depicted on a map of the South Trail segment as identified in **Exhibit B**.
 - e. The CDA will develop and upload the content for the NEXT EXIT HISTORY app for the South Trail, in coordination with signatory parties.

(C) North Trail (35UM498)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army will conduct a LiDAR survey of the entire North Trail located on the Property to be conveyed out of federal ownership, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided to the signatory parties in the form of electronic imagery and a final report which interprets the findings of the survey. The North Trail is identified in **Exhibit B**.
2. The CDA agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property:
 - a. For the purpose of interpretation, the CDA will provide aerial still photographs to signatory parties of the entire length of the North Trail and will consider local support to complete this action.
3. The CTUIR agrees, at CTUIR's own expense, to manage, maintain, protect and preserve the North Trail in accordance with CTUIR's Historic Preservation Code, applicable tribal law, and Umatilla County zoning ordinances. The CTUIR also agrees, at CTUIR's sole expense, to start and complete the following stipulations within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR shall utilize GPS coordinates and survey the entirety of the North Trail to document the exact location of the North Trail being transferred to the CTUIR and develop a legal description. CTUIR will provide the survey and legal description to U.S. Army Corps of Engineers (Seattle District), SHPO, CDA, and Umatilla County.

(D) Coyote Coulee

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army in consultation with CTUIR, the U.S. Army Corps of Engineers (Seattle District), SHPO and CDA will develop the boundaries of Coyote Coulee and a legal description from existing data and surveys. The Army will provide the boundary and legal description to SHPO, CDA, CTUIR, and Umatilla County.
2. The CDA

- a. The CDA shall adhere to the following stipulations for that portion of the Coyote Coulee remaining in CDA ownership following CDA's transfer of 4,019.1 acres to CTUIR.
 - b. The CDA shall manage, maintain, protect and preserve that portion of Coyote Coulee remaining in CDA ownership in accordance with applicable Oregon law, regulations, and Umatilla County zoning ordinances, for so long as CDA owns the land on which its part of Coyote Coulee is located.
 - c. With the exception of the "Demil Parcel," the CDA will, and except as permitted by and in accordance with Umatilla County zoning ordinances, refrain from development within the boundary of that portion of Coyote Coulee remaining in CDA ownership.
3. The CTUIR agrees, at CTUIR's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR's Historic Preservation Code, as well as all other applicable laws, shall be followed and enforced with respect to Coyote Coulee.

(E) 1944 UMCD Igloo Accident

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. Army will include two (2) signs that reference state cultural resource protection laws, the placement of which shall be coordinated with signatory parties.
2. The CDA agrees, at its own expense, to manage, maintain, protect and preserve the site of the 1944 UMCD Igloo Accident in accordance with Oregon law, local law, Umatilla County zoning ordinances, so long as CDA owns the property on which the site is located. Pursuant to the Resolution of Umatilla County attached hereto as **Exhibit D** Umatilla County shall assume responsibility for the 1944 Igloo Accident site, and its perpetual maintenance, protection and preservation from and after CDA acquires the Property on which the 1944 UMCD Igloo Accident Site is located. Prior to any transfer of the fee simple interest in all or any portion of the 1944 UMCD Igloo Accident Site to any third party, CDA shall execute and record in the Official Records of Umatilla County any declaration, easement, or other instrument necessary to allow Umatilla County to enter onto the Property and perform the obligations set forth in the Section (E)(2) in perpetuity.
 - a. The CDA shall preserve an area of the sites measuring 1,200 ft. length x 275 ft. width and include one shelter, two standing igloos and associated berms. The 1944 UMCD Igloo Accident site will be surrounded by a 4 ft. high fence at its entire perimeter with a single entry gate.
 - b. The CDA will survey the location of the 1944 UMCD Igloo Accident site, develop a legal description and provide the survey and legal description to the

U.S. Army Corps of Engineers (Seattle District), the Army, SHPO, CDA, CTUIR, Umatilla County. The 1944 UMCD Igloo Accident site is identified in **Exhibit B**.

(F) Procedure:

Within five (5) months of full execution of the PA amendment, the Army will provide to the consulting parties draft narratives for all interpretive materials.

Within nine (9) months of full execution of the PA amendment, the Army will confer with signatory parties for a period of no more than thirty (30) days to address comments for the final narratives for interpretive signs/panels and educational materials (portable interpretive exhibit and brochures). All narratives will be based on historical, archaeological, and ethnographic evidence, to include Tribal oral history. If there are conflicting interpretations, Army will work with the consulting parties to de-conflict a narrative. If that is not possible, the Army reserves the right to make a final determination on any narrative, which may include presentation of both interpretations, with attribution for each. The interpretive narrative will be provided to the consulting parties in Adobe Acrobat pdf format.

Within twelve (12) months of full execution of the PA amendment, the Army will provide production proofs to consulting parties for all interpretive signs and educational materials.

Within eighteen (18) months of full execution of the PA amendment, the Army will provide final narratives for each interpretive sign/panel to vendor for manufacture and distribution to the CDA for installation. Army will provide four (4) hard-copies of educational material exhibit and brochures to the Oregon Historical Society, and Umatilla County Museum & Heritage Station in Pendleton (Umatilla County Historical Society) for distribution or loan to other facilities.

Army will provide one (1) copy of the final work products described above, including narrative statements, interpretive signs/panels, and education materials, to: the consulting parties, the Oregon Army National Guard, Camp Umatilla, the Discovery Center in The Dalles, the Tamástslit Cultural Institute in Pendleton, and the Oregon Trails Interpretive Center in Baker City, Oregon. Electronic versions of the signs, exhibits, brochures, maps, and photographs, will be provided to the consulting parties and the additional organizations listed.

(G) Development of Memorandum of Understanding for protection of historic properties in perpetuity

1. The Army, the CDA, and the CTUIR **have developed a Memorandum of Understanding (MOU)** to specify the process and treatment of historic properties once the UMCD property is transferred and this PA expires. Umatilla and Morrow counties will also be signatories to the MOU. The MOU is attached as **Exhibit E**.
2. As specified in the attached MOU, the CDA shall initiate consultation with Umatilla and Morrow counties within 180 days of the transfer of UMCD property from the Army to CDA. The intent of the consultation in the MOU is to develop and execute binding instruments for subsequent transfer, easement, or license of or on the land containing historic properties. These instruments **would** contain the same requirements for the management, protection, and preservation of the South Trail and 1944 UMCD Igloo Accident Site as are specified in Stipulations B(2) and E(2), and the resolutions in **Exhibits C and D**, and in **Exhibit E**.

3. As specified in the July 31, 2019 agreement between the CDA and the CTUIR, and further in the attached MOU, both parties shall initiate the transfer and the acceptance of ownership of land containing historic properties within 180 days of the transfer of the UMCD property from the Army to the CDA. The CTUIR will manage the North Trail segment and a portion of the Coyote Coulee as is specified in Stipulations C(3) and D(3), and as incorporated in the attached MOU (**Exhibit E**).

Exhibits:

Exhibit A – UMCD Reuse Map

Exhibit B – UMCD Archaeological sites eligible for listing in the NRHP Map

Exhibit C – Morrow County Resolution

Exhibit D – Umatilla County Resolution

Exhibit E - Memorandum of Understanding

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

US ARMY

By: _____ Date _____
COL Phillip H. Lamb, Commander, Joint Base Lewis-McCord

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

OREGON STATE HISTORIC PRESERVATION OFFICER

By: _____ Date _____
Christine Curran, Deputy, State Historic Preservation Office

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date _____
Reid Nelson, Executive Director, Acting

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

COLUMBIA DEVELOPMENT AUTHORITY

By: _____ Date _____
Donald Russell, Board Chairman

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

CONFEDERATED TRIBES OF UMATILLA INDIAN RESERVATION

By: _____ Date: _____
N. Kathryn Brigham, Chair, Board of Trustees

EXHIBIT A
UMCD REUSE MAP

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

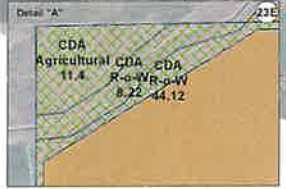
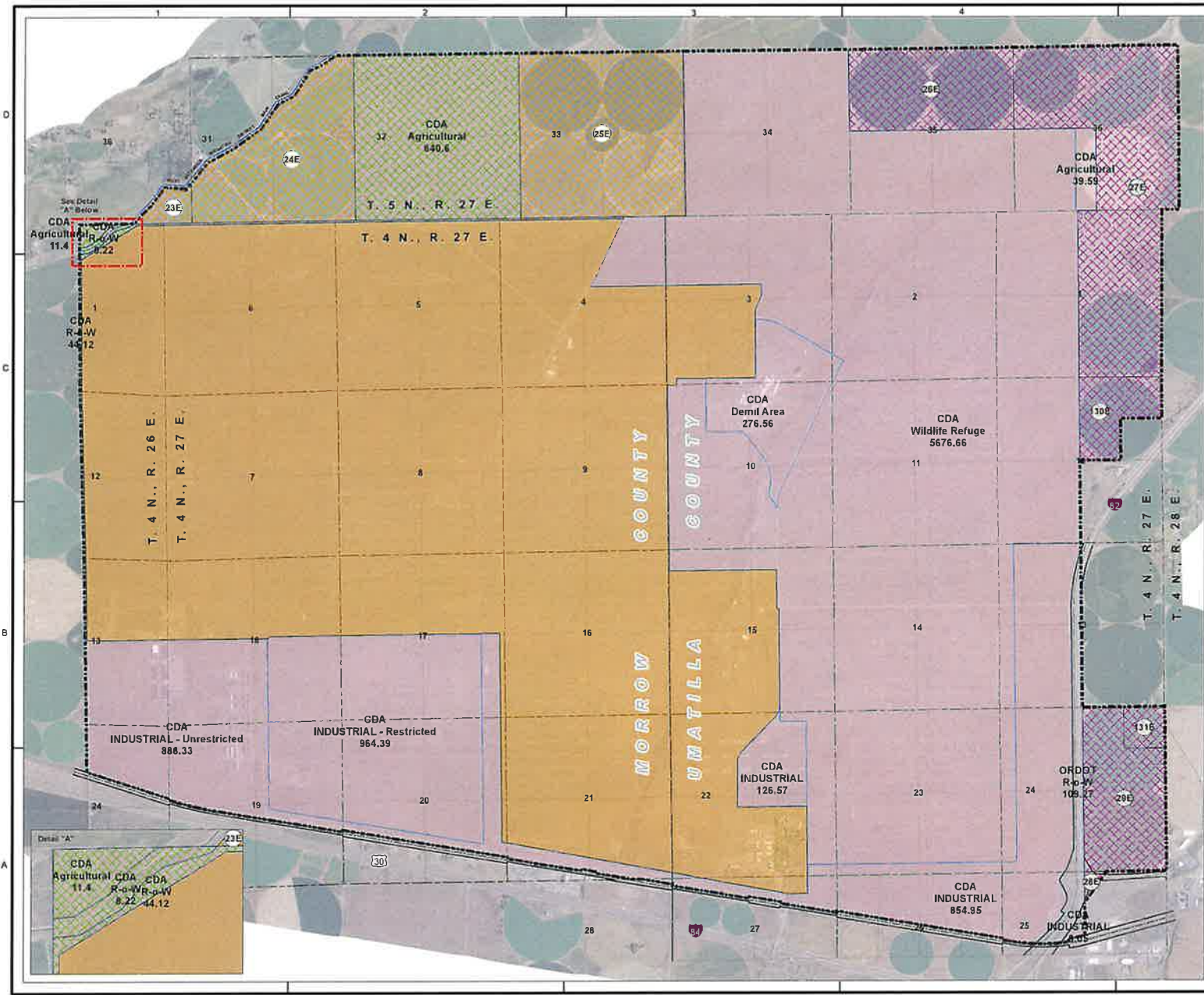


U.S. Army Corps of Engineers
Seattle District



Legend

- Survey Tracts
- Safety Easements to be Reserved
- Safety Easement to Dispose of
- Safety Easement to Transfer
- CAMP REES
- DISPOSAL TO CDA
- DISPOSAL TO ODOT
- Project Boundary
- Section
- Ctr Section
- Township
- 16th
- Gov't Lots
- Centerline
- County
- Right-of-Way
- Hydro



Scale	
Graphic Scale	20 Feet
North Arrow	
Prepared by	
U.S. Army, LAND AND INFANTRY CENTER OF EXCELLENCE	
ENGINEERING CENTER FOR INFANTRY	
3602 DOWNS ROAD	
FORT MONROE, VIRGINIA 23060	

UMATILLA CHEMICAL DEPOT
Columbia River Estuary
Project Site
UMATILLA AND WASHINGTON COUNTIES, OREGON STATE

EXHIBIT B

UMCD Archaeological Sites Eligible for

listing in the NRHP Map

(301,492 5,084,024)

Coordinates for Map Corners

(318,051 5,084,024)



Figure Date: February 17, 2016
Basemap Sources: NAIP (USDA 2014)




-  Project Area
-  1944 Igloo Accident Site
-  Historic Wagon Road Historic



Figure 9
(From 2016 Archaeology Report)



EXHIBIT C

MORROW COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

NOW THEREFORE BE IT RESOLVED that Morrow County shall assume perpetual responsibility to maintain, protect and preserve the South Trail, including parking area, ADA platform, tables and associated signage, in accordance with the terms and provisions of Section (B)2 of the PA Amendment and this Resolution.

NOW THEREFORE, Resolution R-2021-2 is repealed by the passing of this superseding Resolution.

Dated this 26th day of February 2021

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



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

EXHIBIT D

UMATILLA COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

RECEIVED

FEB 03 2021

UMATILLA COUNTY
RECORDS

THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY

STATE OF OREGON

In the Matter of Authorizing)	
County to Maintain and Preserve	)	Order No. BCC2021-017
1944 Umatilla Chemical Depot)	
Igloo Accident Site)	

WHEREAS, the Columbia Development Authority ("CDA"), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of Umatilla Indian Reservation, intends to acquire certain real property (the "CDA Acquisition") commonly known as the Umatilla Chemical Depot (the "UMCD") from the United States Department of the Army (the "Army"), a portion of which is located in Umatilla County, Oregon (such portion, the "Umatilla Property");

WHEREAS, the CDA is a party to that certain Programmatic Agreement (the "Programmatic Agreement") dated December 2013, by and among CDA, the Army, the Oregon State Historic Preservation Officer, and the Advisory Council on Historic Preservation;

WHEREAS as a condition to the CDA Acquisition, CDA will enter into an Amendment to the Programmatic Agreement (the "PA Amendment");

WHEREAS under Section (E)2 of the PA Amendment, a portion of the Umatilla Property commonly referred to in the PA Amendment as the "1944 UMCD Igloo Accident Site" is required to be maintained, protected and preserved, in perpetuity, from and after the CDA Acquisition;

WHEREAS the CDA Acquisition and the subsequent development of the Umatilla Property, together with the preservation of the 1944 UMCD Igloo Accident Site in perpetuity, will benefit Umatilla County economically and culturally;

WHEREAS in order to satisfy the conditions precedent to the CDA Acquisition, facilitate the development of the Umatilla Property by CDA and other third parties following the CDA Acquisition, and to maintain the 1944 UMCD Igloo Accident Site as a site of historical and cultural significance, Umatilla County desires to assume responsibility for the perpetual maintenance,

protection and preservation of the 1944 UMCD Igloo Accident Site, in accordance with Section (E)2 of the PA Amendment.

NOW THEREFORE, the Umatilla County Board of Commissioners orders and resolves that from and after the CDA Acquisition, Umatilla County shall maintain, protect and preserve the 1944 UMCD Igloo Accident Site, in accordance with the terms and provisions of Section (E)2 of the PA Amendment.

DATED this 3rd day of February, 2021.

UMATILLA COUNTY BOARD OF COMMISSIONERS



George L. Murdock, Chair



John M. Shafer, Commissioner



Daniel N. Dorran, Commissioner



ATTEST:
OFFICE OF COUNTY RECORDS


Records Officer



EXHIBIT E

MEMORANDUM OF UNDERSTANDING

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY AND THE COLUMBIA
DEVELOPMENT AUTHORITY AND THE CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION**

**AND
COLUMBIA DEVELOPMENT AUTHORITY AND THE COUNTIES OF UMATILLA AND
MORROW, OREGON**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the United States Army ("Army"), the Columbia Development Authority ("CDA"), the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), and the Counties of Umatilla and Morrow, Oregon ("Umatilla County" and "Morrow County"), and hereby provides as follows:

Whereas: The US Army Umatilla Chemical Depot ("UMCD") was selected for closure and transfer under Base Realignment and Closure Act of 2005 (Pub. Law 101-510) and the closure of UMCD was further refined under the National Defense Authorization Act FY2012, which prompted the Army to initiate National Historic Preservation Act ("NHPA") Section 106 consultation to consider the effects of the transfer of UMCD property on historic properties which are eligible for listing in the National Register of Historic Places (NRHP) out of federal ownership; and

Whereas: The Army identified four (4) historic properties including the South Trail (35UM497) and North Trail (35UM498) as contributing elements of the Oregon National Historic Trails; the 1944 UMCD Igloo Accident Site; and the Coyote Coulee, a historic property of religious and cultural significance to an Indian tribe; and

Whereas: The CDA has been identified as the legal recipient of the closed UMCD property, including the historic properties, and entered into the NHPA Section 106 consultation process as an invited signatory; and

Whereas: The CTUIR will be receiving some UMCD property, including two historic properties (North Trail segment and a portion of Coyote Coulee), from the CDA after transfer by the Army, and entered into the NHPA Section 106 consultation process as an invited signatory in order to provide input on the post-transfer protection and mitigation measures of the historic properties; and

Whereas: Morrow and Umatilla counties have signed resolutions for the maintenance, protection, and preservation, in perpetuity, of two historic properties (South Trail and the 1944 UMCD Igloo Accident Site) on UMCD property transferred to the CDA (**Exhibits C and D** of the PA Amendment); and

Whereas: The Advisory Council on Historic Preservation ("ACHP") and the Oregon State Historic Preservation Office ("SHPO") also participated in the Section 106 consultation process as signatories; and

Whereas: The Army, and signatories executed *Amendment No. 1 to the Programmatic Agreement Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory Council on Historic Preservation, Columbia Development Authority, and Confederated Tribes of the Umatilla Indian Reservation Regarding the Transfer of a Portion of the Former*

Umatilla Chemical Depot, Oregon ("PA Amendment") on [insert date of execution by all parties], which included stipulations to mitigate the adverse effects of transfer of the historic properties out of federal ownership; and

Whereas: The Army obligations listed in Stipulations A through F of the PA Amendment contain the extent of Army responsibilities under Section 106 of the NHPA and no further actions by the Army under this MOU will be deemed necessary. The Army General Actions listed in Stipulation A and those Army responsibilities listed in Stipulations B, C, D, and E of the PA Amendment will be completed within 18 months of transferring the property to the CDA. The Army obligations listed in Stipulation F are required to be completed within 18 months of the full execution of the PA Amendment.

Now, therefore, the undersigned agree as follows:

PART 1. PUPROSE OF MEMORANDUM OF UNDERSTANDING

1.1 Purpose

- 1.1.1 This MOU acknowledges that the undersigned parties agree that the historic properties on the UMCD property should be maintained, protected, and preserved in accordance with stipulations of the PA Amendment until it expires. Once the PA Amendment expires, this MOU will carry forward the commitments and agreements in specific stipulations to manage and maintain the historic properties as stated below.

PART 2. CDA STIPULATIONS AND OBLIGATIONS

2.1 CDA Responsibilities

- 2.1.1 The CDA will transfer in fee title 4,019.1 acres of property to the CTUIR, as stated in the Memorandum of Agreement (MOA) between the CDA and the CTUIR (July 2019), and as specified in Stipulation D(2) of the PA Amendment, within 180 days of the transfer of the UMCD property from the Army to the CDA.
- 2.1.2 The CDA shall initiate consultation with Morrow County within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulation B(2) and the resolution in **Exhibit C** of the PA Amendment.
- 2.1.3 The CDA shall initiate consultation with Umatilla County within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the 1944 Igloo Accident Site are carried out as specified in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.
- 2.1.4 The CDA obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CDA actions and no further actions will be deemed necessary.

PART 3. CTUIR STIPULATIONS AND OBLIGATIONS

3.1 CTUIR Responsibilities

- 3.1.1 The CTUIR agrees to undertake the actions specified in Stipulations C(3) of the PA Amendment, including all internal procedures for accepting real property interests in the sites identified as the North Trail Segment and a portion of Coyote Coulee.
- 3.1.2 Accepting the real property interests shall be completed within 180 days of the CDA's obligations as specified in Sec. 2.1.1 of this MOU.
- 3.1.3 The CTUIR obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CTUIR actions and no further actions will be deemed necessary.

PART 4. MORROW COUNTY OBLIGATIONS

4.1 Morrow County Obligations

- 4.1.1 Consistent with Section 2.1.2 above, Morrow County shall consult with the CDA within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing the South Trail to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulations B(2) and resolution in **Exhibit C** of the PA Amendment.

PART 5. UMATILLA COUNTY OBLIGATIONS

5.1 Umatilla County Obligations

- 5.1.1 Consistent with Section 2.1.3 above, Umatilla County shall consult with CDA within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing the 1944 UMCD Igloo Accident Site to ensure the responsibility for the management, protection, and preservation of the 1944 UMCD Igloo Accident Site are carried out as specific in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY

Donald Russell
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY

UMATILLA COUNTY