

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 10, 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. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Tax Refund Application – Gas Transmission Northwest LLC
 - c. Application #OSH to Build in County Right-of-Way from Zayo Group LLC
5. **Noting Veterans Day – November 11th** (Linda Skendzel, Veterans Services Officer)
6. **Public Hearing:** Order No. OR-2021-13: Transferring Existing Solid Waste Collection Franchise for Zone 1; and Approving an Agreement Granting an Exclusive Solid Waste Collection Franchise to Waste Connections of Oregon, Inc., doing business as Sanitary Disposal (Sandi Pointer, Public Works)
7. **Business Items**
 - a. One-Month Review of County Counsel Contract (Justin Nelson, County Counsel)
 - b. Memorandum of Understanding between the Eastern Oregon Coordinated Care Organization and the Twelve Eastern Oregon Counties (Justin Nelson, County Counsel)
 - c. Building Codes Program Intergovernmental Agreement (Tamra Mabbott, Planning Director)
 - d. Command Team Update
 - e. Building Project Updates
8. **Department Reports**
 - a. Planning Department Monthly Report (Tamra Mabbott)
 - b. Treasurer’s Monthly Report (Jaylene Papineau)
 - c. Assessment & Tax Quarterly Report (Mike Gorman)
9. **Correspondence**
10. **Commissioner Reports**
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

<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 #
 4b

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

Presenter at BOC: Mike Gorman
 Department: Assessment & Tax
 Short Title of Agenda Item:
 (No acronyms please) **Tax Refund**

Phone Number (Ext): 541-676-5607
 Requested Agenda Date: 11/10/2021

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 checked="" type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

<u>Mike Gorman</u>	<u>11/3/21</u>	Department Director	Required for all BOC meetings
<u></u>	<u>11/8/21</u>	Administrator	Required for all BOC meetings
_____	_____	County Counsel	*Required for all legal documents
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

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

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

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

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

This refund is due to a stipulated judgment from a Magistrate Division of the Oregon Tax Court appeal by Gas Transmission Northwest. (Judgement attached) The appeal was for the 2020-21 tax year and encompasses several code area tax accounts. This refund will need to be signed now to avoid further interest.

2. FISCAL IMPACT:

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

Sign refund to avoid added interest.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

No. 21-32
Tax Year 2020-21
Acct. # 80013

Property Owner & Refund to:

Gas Transmission Norhtwest LLC
717 Texas Street, Suite 2400
Houston, TX 77002-2761

Tax Payer:

Gas Transmission Norhtwest LLC
717 Texas Street, Suite 2400
Houston, TX 77002-2761

Receipt # 264638

Date paid 11/10/2020

Int. date 11/15/2020

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund	Code area
757,646.98	757,646.98	-22,729.41	734,917.57	724,694.79	-21,740.84	702,953.95	32,952.19	-988.57	31,963.62	3,835.63	35,799.25	35-12
96,003.84	96,003.84	-2,880.12	93,123.72	91,828.36	-2,754.85	89,073.51	4,175.48	-125.27	4,050.21	486.03	4,536.24	5-5
23,615.38	23,615.38	-708.46	22,906.92	22,588.28	-677.65	21,910.63	1,027.10	-30.81	996.29	119.55	1,115.84	5-7
35,776.08	35,776.08	-1,073.28	34,702.80	34,220.07	-1,026.60	33,193.47	1,556.01	-46.68	1,509.33	181.12	1,690.45	25-6
32,272.27	32,272.27	-968.17	31,304.10	30,868.64	-926.06	29,942.58	1,403.63	-42.11	1,361.52	163.38	1,524.90	5-4
5,094.29	5,094.29	-152.83	4,941.46	4,872.74	-146.18	4,726.56	221.55	-6.65	214.90	25.79	240.69	35-17
99,454.49	99,454.49	-2,983.63	96,470.86	95,128.92	-2,853.87	92,275.05	4,325.57	-129.76	4,195.81	503.50	4,699.31	25-11
146,091.82	146,091.82	-4,382.75	141,709.07	139,737.87	-4,192.14	135,545.73	6,353.95	-190.61	6,163.34	739.60	6,902.94	35-18
4,973.36	4,973.36	-149.20	4,824.16	4,757.05	-142.71	4,614.34	216.31	-6.49	209.82	25.18	235.00	5-1
92,849.28	92,849.28	-2,785.48	90,063.80	88,810.99	-2,664.33	86,146.66	4,038.29	-121.15	3,917.14	470.06	4,387.20	35-2
32,095.29	32,095.29	-962.86	31,132.43	30,699.36	-920.98	29,778.38	1,395.93	-41.88	1,354.05	162.49	1,516.54	25-4
1,599.52	1,599.52	-47.99	1,551.53	1,529.94	-45.90	1,484.04	69.58	-2.09	67.49	8.10	75.59	25-8

Total Refund 62,723.95

Commissioner

Michael Gorman, Tax Collector

Commissioner

Date _____

Commissioner

200353R

FILED
MAGISTRATE DIVISION
OREGON TAX COURT

21 JUL 19 PM 1:31

IN THE OREGON TAX COURT
MAGISTRATE DIVISION
Property Tax

GAS TRANSMISSION NORTHWEST LLC, | Case No. 200353R

Plaintiff,

v.

DEPARTMENT OF REVENUE,
State of Oregon,

Defendant.

STIPULATED GENERAL JUDGMENT
(Tax Year 2020-21)

The parties, by and through their counsel of record, have agreed upon a system value of \$1.1 billion and an Oregon real market value and assessed value in the amount of \$571,800,000, for the 2020-21 tax year central assessment roll. Defendant further agrees to send notice to all affected counties of the revised assessed value apportionment.

Now therefore,

Pursuant to the stipulation of the parties as evidenced by the signatures below, it is hereby ORDERED and ADJUDGED as follows:

1. The Oregon real market value and assessed value for the 2020-21 tax year is \$571,800,000, based on a system value of \$1.1 billion.
2. The Department of Revenue shall notify the affected counties of the revised apportionment.
3. The affected counties shall make any refunds due in accordance with this Stipulated Judgment.


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Verified Correct Copy of Original 7/19/2021

1 THE UNDERSIGNED STIPULATE TO THE FORM AND CONTENT OF THE ABOVE
2 STIPULATED JUDGMENT:

3 For Plaintiff Gas Transmission Northwest LLC For Defendant Department of Revenue

4 
5 By: David J. Crapo
John T. Deeds

s/ Marilyn J. Harbur
By: Marilyn J. Harbur
Samuel B. Zeigler

6 Dated: July 13, 2021

Dated: July 13, 2021

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Dated this 19th day of July, 2021.


RICHARD DAVIS
MAGISTRATE

RECEIVED

JUL 19 2021



**MAGISTRATE DIVISION
OREGON TAX COURT**

DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

Presiding Magistrate: Allison R. Boomer

Magistrates: Richard D. Davis
Poul F. Lundgren

✓ ctd

July 19, 2021

Marilyn J Harbur
Oregon Department of Justice
1162 Court St NE
Salem OR 97301

RE: Gas Transmission Northwest, LLC v. Department of Revenue, State of Oregon
TC-MD 200353R

Enclosed is a copy of the Stipulated General Judgment in the above-captioned matter, dated July 19, 2021. The case has now been closed and all scheduled proceedings canceled. If you submitted physical exhibits to the court and would like them returned to you, you must contact the court in writing within 90 days from the date of this letter, or they will be destroyed.

If you have any questions, please call the court at (503) 986-5650. Thank you for your attention to this matter.

Enclosure

cc: David J. Crapo



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Matt Scrivner
Department: Public Works / Road
Short Title of Agenda Item: Application to Build in Right-of-Way #OSH from Zayo Group LLC
Date submitted to reviewers: 11/3/2021
Requested Agenda Date: 11/10/2021
(No acronyms please)

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:
Matt Scrivner 11/3/2021 Department Director Required for all BOC meetings
[Signature] 11/8/21 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

Zayo Group LLC submitted application to install (3) 1 1/4" fiber conduits on Wilson lane running from the east side of Rippee road headed west on the north side of Wilson road approximately 3,588' where it would cross south terminating at a Zayo substation. Additional notes added to permit: All work will be performed with directional bore machine, no open trench allowed / Pre-construction meeting required / Traffic Control plan required.

MCPW has no issues with permit application.

2. FISCAL IMPACT:

N/A

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

Approve application #OSH

Attach additional background documentation as needed.

ZAYO Group, LLC

PERMIT SIGN-OFF Permit #OSH

Date Submitted: 09/20/2021

Date Approved: _____

Applicant Notified: 1st: _____ Final: _____

INSPECTION INFORMATION:

Follow up inspection date: _____

_____ Approved Signed _____

_____ Not Approved Reasons _____

_____ Actions _____

Notes/Comments:

09/20/2021 (KC) - Application received. Noted as document wrong size paper, and missing maps. Contacted Joe Branton by phone let him know the issues. Also explained that would send an email and written notice as to reason for current denial. He indicated that would work on correcting issues and resubmit paper work.

9/22/2021 (KC) - Need separate permit for Rippee + depth to top of pipe needs be 4ft. Per. EI hold off to sending request for changes as matt will possibly have more.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Matt Scrivner
Director

Sandi Putman
Management Asst.

Eric Imes
Asst. Road Master

Kirsti Cason
Administrative Asst.

September 20, 2021

RE: UTILITY APPLICATION PERMIT #OSH

ZAYO Group, LLC
Attn: Joe Branton
1240 W Hunzinger Rd.
Selah, Washington 98942

To whom it may concern,

Thank you for submitting an APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY for Wilson Lane SE. We regret that it is necessary to return the Application as **denied**.

Upon inspection of the utility application it does not meet county specifications below are the reason for the permit being denied.

APPLICATION;

- A. Cover page must be printed on legal (8.5" x 14") size paper, and not resized.

MAP;

- A. Map showing location of requested location showing aerial view as well as cross section of how will be placed in ground.

For this application to be permitted the following will need to be completed then reviewed prior to approval by Public Works Department:

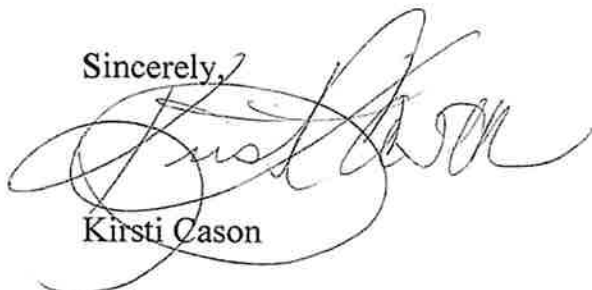
1. Resubmit application cover page (page with notary) on legal sized paper.
2. Include maps showing aerial and cross section views of work in right of way. May not be any larger than 11"x17" when printed.

Prior to any construction beginning on this project for the requested areas noted on the permit, the above items will need to be submitted and approved. Only once the application permit is approved can work on the project outlined in the permit application begin.

If you have any questions please feel free to contact the Assistant Road Master, Eric Imes at 541-989-9500.

Thank you for your cooperation on this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kirsti Cason", written in black ink over a white background.

Kirsti Cason

Administrative Assistant
Morrow County Public Works

Enclosure

CC: JOE.BRANTON@ZAYO.COM

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

APPLICATION #: OSH
COUNTY ROAD #: 662
ROAD NAME: Wilson Ln.

Applicant Mailing Address
ZAYO GROUP, LLC ATTN JOE BRANTON
Name (Business Name, Attn: Name)
1240 W HUNZINGER RD
Mailing Address (Street/Post Office Box)
SELAH, WA 98942
City, State, Zip Code
509-834-1013 JOE.BRANTON@ZAYO.COM
Phone Number

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
PAYMENT RECEIVED:
09/22/2021 - ASH
(Date Payment Received - Amount Received - Initials)

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

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

We, ZAYO GROUP LLC UMATILLA ILA RIPEE RD
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road WILSON LN SE at _____ miles from nearest
(Name of County Road) (Miles)
intersection with road RIPPEE RD WEST TO 71202 Wilson Ln SE, S14 T4N R25E & S15 T4N R25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a 1 1/4 ID EQ w Fiber Optic of SEE PLAN - VARIES, Center Line 35' distance
(Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
from R/W line 36" depth of line or pipe, N AND S X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

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

Additional Terms and Conditions to be noted here.

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

PERMITTEE SIGNATURE: [Signature] DATE: 9/20/21
(Signature of Authorized Permittee) (Date Signed)

State of Washington
County of Yakima
This instrument was acknowledged before me on September 20 21
by Joe Alan Branton
Aleas Shaw
Notary Public - State of Washington



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

ATTEST: _____
(Morrow County Clerk)

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

APPLICATION #: OSH
COUNTY ROAD #: 662
ROAD NAME: Wilson Ln.

Applicant Mailing Address
ZAYO GROUP, LLC ATTN JOE BRANTON
Name (Business Name, Attn: Name)
1240 W HUNZINGER RD
Mailing Address (Street/Post Office Box)
SELAH, WA 98942
City, State, Zip Code
509-834-1013 JOE.BRANTON@ZAYO.COM
Phone Number

*-VOID-
WRONG SIZE PAPER
NEED TO BE ON LEGAL*

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
PAYMENT RECEIVED:
09-20-2021 10 100
(Date Payment Received - Amount Received - Initials)

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

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

We, ZAYO GROUP LLC UMATILLA ILA RIPEER RD
(Name - Individual/Business) (Physical Address) (Work Order Number)
hereby request permission either to locate within County Road right of way or cross
Morrow County road WILSON LN SE at _____ miles from nearest
(Name of County Road) (Miles)
intersection with road RIPPEE RD WEST TO 71202 Wilson Ln SE, S14 T4N R25E & S15 T4N R25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a 1 1/4 ID EQ w Fiber Optic of SEE PLAN - VARIES, Center Line 35' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 36" depth of line or pipe, N AND S X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 BS Page 2 BS
(Initial) (Initial)
Additional Terms and Conditions to be noted here.

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

PERMITTEE SIGNATURE: [Signature] DATE: 9/17/21
(Signature of Authorized Permittee) (Date Signed)

State of Washington
County of Yakima
This instrument was acknowledged before me on September 17th
by Joe Branton
Alexis Shaw
Notary Public - State of Washington



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

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

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

ROAD CROSSING:

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

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

ADJACENT TO ROADWAY:

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

TRAFFIC

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

INSURANCE

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

REPAIRS

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

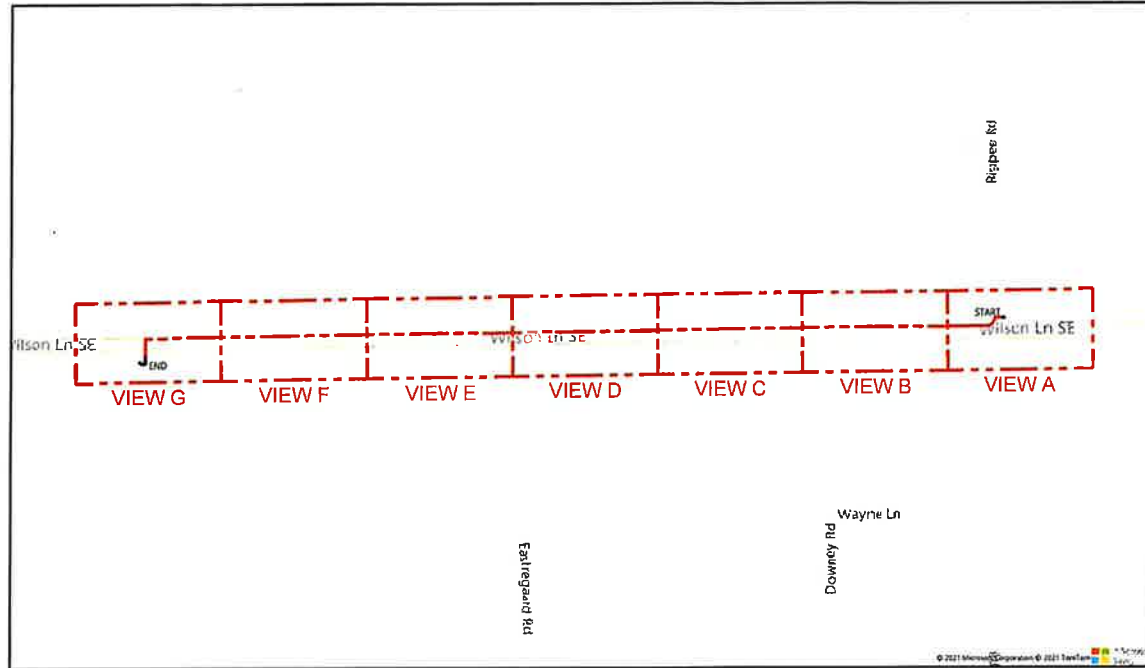
REMOVEAL, RELOCATION AND REPAIR

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

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

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

ADDRESS: 79018 RIPPEE RD, BOARDMAN, OR 97818
 PROJECT NAME: UMATILLA ILA TO RIPPEE - PLANS



SITE LOCATION

CONTACTS

ZAYO CONTACT:
 JOE BRANTON
 1240 W HUNTZINGER RD
 SELAH, WA 98842
 T. 509 834.1013
 JOE.BRANTON@ZAYO.COM

RANDAL BERNHARDT
 MGC TECHNICAL CONSULTING, INC.
 6244 185TH AVE NE
 REDMOND, WA 98052
 C. 206 618 8800
 RANDAL@MGCTECHNICAL.COM

SHEET INDEX

1. COVER SHEET / SITE LOCATION
2. LEGEND
3. GENERAL NOTES
- 4-10 DESIGN VIEWS A-G
11. UNDERGROUND TYPICALS

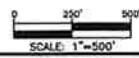
SCOPE OF WORK:

OVERSET VAULT ON EXISTING ZAYO CONDUIT AT INTERSECTION OF RIPPEE RD AND WILSON LN SE. FROM VAULT PLACE (3) 1" CONDUITS HEADING WEST DOWN WILSON LN SE TO EXISTING ZAYO MEET ME VAULT AT ZAYO ILA. PULL FIBER THROUGHOUT AND INTO FIBER HUT.

Permit OSH



Know what's below.
 Call before you dig.



NO	DATE	ENGINEER	DRAFTER	COMMENT
3				AS-BUILT
2	8/2/21	BOC	ODS	REVISION # 1
1	5/24/21	BOC	ODS	ORIGINAL

zayo GROUP		MGC TECHNICAL CONSULTING INC	
ZAYO ENGINEER JOE BRANTON			
ENGINEERING FIRM MGC TECHNICAL CONSULTING INC			
PROJECT NAME: UMATILLA ILA TO RIPPEE			
LOCATION 79018 RIPPEE RD			
BOARDMAN, OR 97818			
DESIGN INDEX			
PROJECT NAME: UMATILLA ILA TO RIPPEE - PLANS			
DATE: 8/2/21			
DRAWN BY: JOE BRANTON			
CHECKED BY: RANDAL BERNHARDT			
			SHEET: 1 OF 11

GENERAL NOTES

GENERAL NOTES:

The locations of utilities shown on these drawing are only approximate. MGC TECHNICAL CONSULTING, INC hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area covered by this drawing must contact the statewide Call-Before-You-Dig System to ascertain the location of underground utilities prior to performing any excavation.

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF UTILITY IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE CITY OF BOARDMAN REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS MAY REQUIRE INSPECTED AND APPROVED BY THE CITY OF BOARDMAN INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE CITY OF BOARDMAN INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS IF REQUIRED.
4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY OF BOARDMAN AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.
5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
7. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
8. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
9. FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE CITY OF BOARDMAN, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M U T C D. FOR APPROVAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH CITY OF BOARDMAN.
10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
11. PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE CITY OF BOARDMAN INSPECTOR AT ALL TIMES.
13. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.
14. ALL EROSION AND SEDIMENT CONTROL (E S C) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E S C MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.
15. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE CITY OF BOARDMAN ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.
16. ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE CITY OF BOARDMAN.

AERIAL NOTES

1. ALL CONSTRUCTION IS TO BE PREFORMED TO INDUSTRY ACCEPTABLE STANDARDS.
2. ALL NEW AERIAL (AND EXISTING) CABLE HEIGHTS OF ATTACHMENTS TO BE DOCUMENTED AT THE TIME OF CONSTRUCTION.
3. 6.6M STRAND TO BE USED WITH STANDARD 5/8" POLE LINK HARDWARE UNLESS OTHERWISE SPECIFIED BOND STRAND TO POWER MAIN WHERE APPLICABLE.
4. ALL ANCHORS TO BE USED WILL BE 3/4" SCREW TYPE.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN AND FOLLOW ALL NESC ALONG WITH APPLICABLE LOCAL & REGIONAL GOVERNING AUTHORITIES. ANY DISCREPANCIES BETWEEN THESE AUTHORITIES AND OR THE CONSTRUCTION PRINTS IS TO BE VALIDATED WITH THE DESIGNER OR OWNER PRIOR TO CONSTRUCTION.
6. ALL PVC OR HDPE CONDUITS ARE TO BE PLUGGED WITH COMPRESSION STYLE PLUGS. ANY CONDUITS CONTAINING FIBER CABLE REQUIRE SIMPLEX COMPRESSION PLUGS SEALING THE CONDUIT AROUND THE CABLE.

811
Know what's below.
Call before you dig.

Permit 084

NO	DATE	ENGINEER	DRAFTER	COMMENT
3				AS-BUILT
2	8/2/21	BDC	DOS	REVISION # 1
1	5/24/21	BDC	DOS	ORIGINAL



ZAYO
GROUP

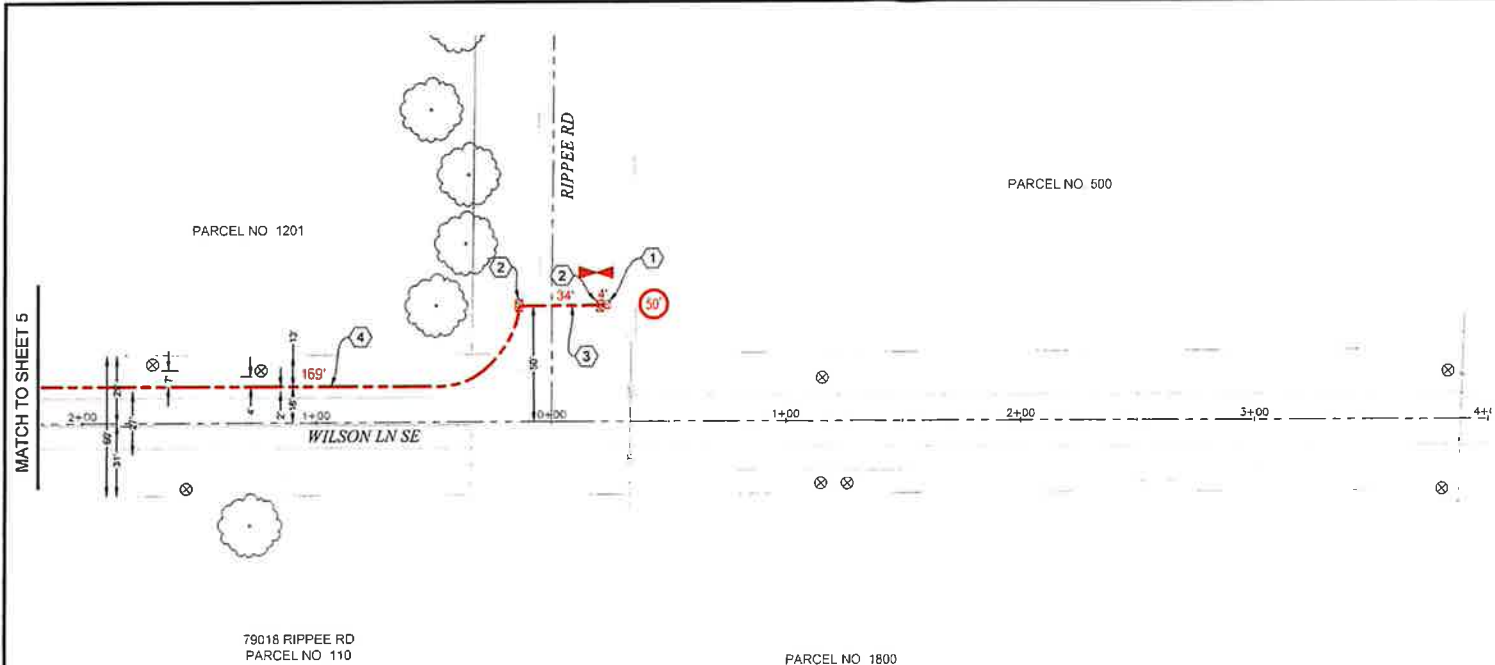


MGC
GROUP

ZAYO ENGINEER: JOE BRANTON
 ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.
 PROJECT NAME: UMATILLA ILLA TO RIPPEE
 LOCATION: 79018 RIPPEE RD
 BOARDMAN, OR 97816

DESIGNER: J. BRANTON
 CHECKED: J. BRANTON
 CONFIDENTIAL/PROPRIETARY

SHEET 3 OF 11



- CONSTRUCTION NOTES**
- ① OVERSET 1 30"X48" SERIES 7 VAULT ON EXISTING ZAYO CONDUIT. SWEEP CONDUIT INTO VAULT. INSTALL SPLICE CASE IN VAULT AND CONNECT (1) 288 CT FIBER. COIL SLACK IN VAULT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ② PROPOSED 3'X5' BORE PIT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ③ PROPOSED DIRECTIONAL BORE (3) 1 1/4" CONDUITS. CONTRACTOR TO POT HOLE UTILITIES PRIOR TO CONSTRUCTION. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ④ PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

MATCH TO SHEET 5

PARCEL NO 1201

PARCEL NO 500

79018 RIPPEE RD
PARCEL NO 110

PARCEL NO 1800

Rippee Rd 9/25
Crossing
Should be on
Separate permit
from work on Wilson Ln

Permit OSH

Know what's below.
Call before you dig.

SCALE: 1"=50'

3					AS-BUILT
2	8/2/21	DOC	DDS		REVISION # 1
1	5/24/21	BCC	DDS		ORIGINAL
NO.	DATE	ENGINEER	DRAFTER		COMMENT

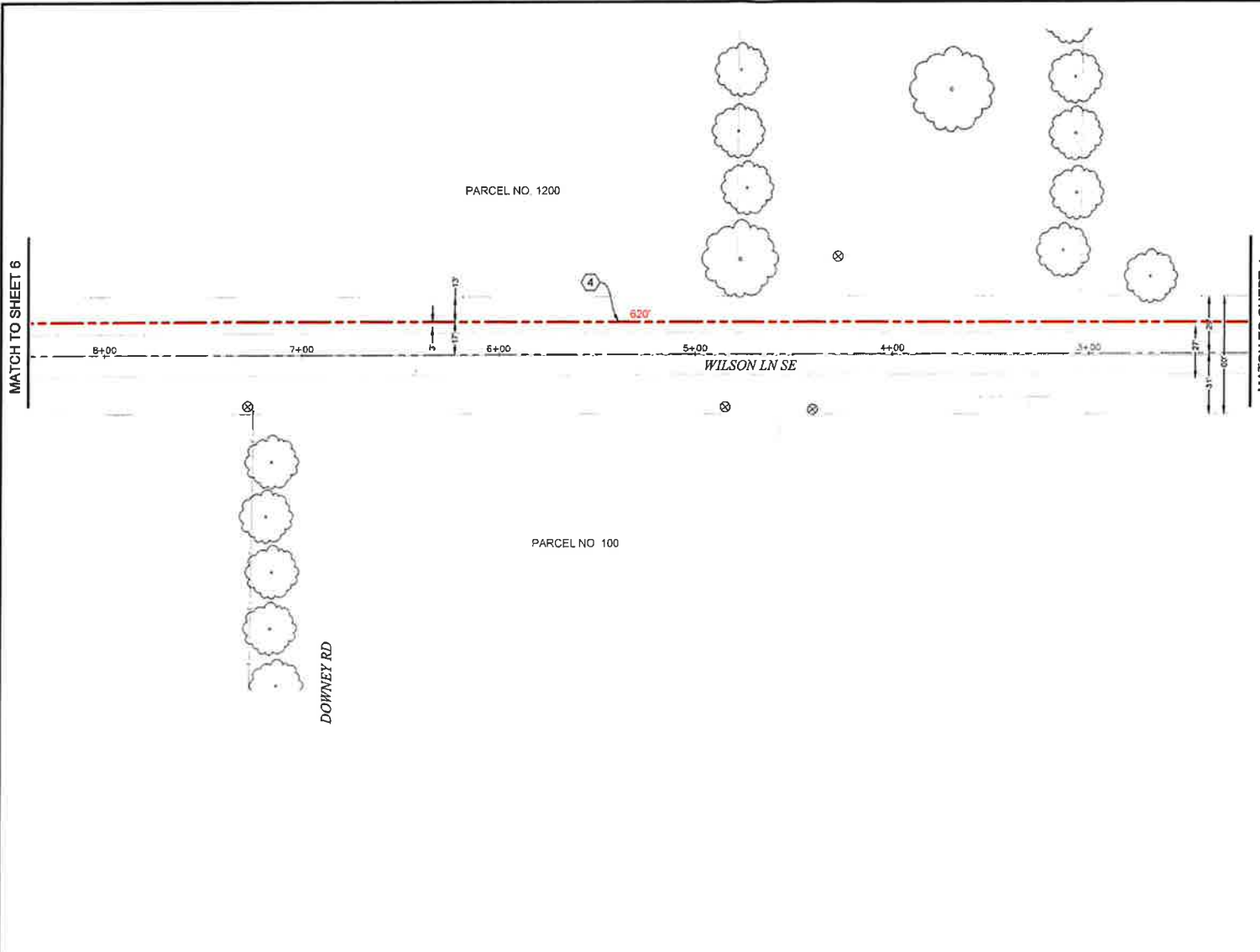
ZAYO ENGINEER: JOE BRANTON
ENGINEERING FIRM: MGE TECHNICAL CONSULTING INC.
PROJECT NAME: USATILLA ILS TO RIPPEE
LOCATION: 79018 RIPPEE RD
BOARDMAN, OR 97819

PERMIT NUMBER:
DRAWING NAME: 2410-USATILLA ILS TO RIPPEE -PLAN-001
CONFIDENTIAL/PROPRIETARY

SHEET 4 OF 11

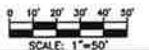
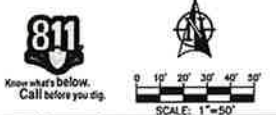
DESIGN VIEW A

CONSTRUCTION NOTES
 (4) PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

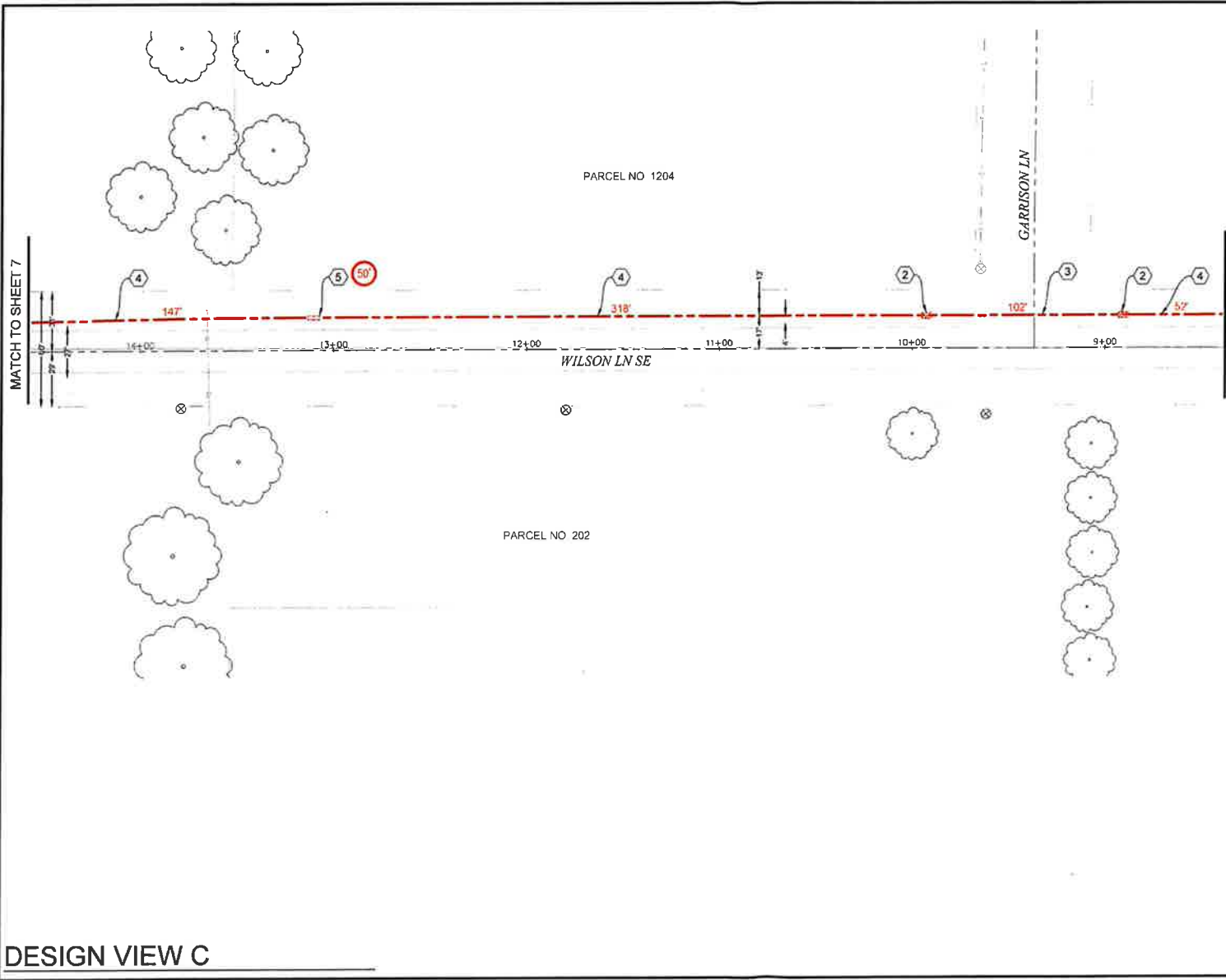


DESIGN VIEW B

Permit OSH



3				AS-BUILT
2	8/22/21	DOC	DDS	REVISION # 1
1	3/24/21	DOC	DDS	ORIGIAN
NO	DATE	ENGINEER	DRAFTER	COMMENT
		ZAYO GROUP		MGC
ZAYO ENGINEER: JOE BRANTON				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC				
PROJECT NAME: UMATILLA ILLA TO RIPPEE				
LOCATION: 79018 RIPPEE RD				
SCARDMAN, OR 97818				
PERMIT NUMBER:				
DRAWING NUMBER: ZAYO_UMATILLA ILLA TO RIPPEE_180421.dwg				
CONFIDENTIAL/PROPRIETARY				



- CONSTRUCTION NOTES**
- ② PROPOSED 3'X5' BORE PIT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ③ PROPOSED DIRECTIONAL BORE (3) 1 1/4" CONDUITS. CONTRACTOR TO POT-HOLE UTILITIES PRIOR TO CONSTRUCTION. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ④ PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
 - ⑤ INSTALL (2) 30'X48" SERIES 7 VAULT. CORE VAULT FROM TRENCH. PULL (1) 288 CT FIBER THROUGH AND COIL SLACK IN VAULT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

DESIGN VIEW C

Permit OSH



Know what's below.
Call before you dig.



3				AS-BUILT
2	8/2/21	DOC	EOS	REVISION # 1
1	5/24/21	DOC	EOS	ORIGINAL
NO	DATE	ENGINEER	DRAFTER	COMMENT

ZAYO ENGINEER: JOE BRANTON
 ENGINEERING FIRM: MISC TECHNICAL CONSULTING INC
 PROJECT NAME: UMATILLA ILLA TO RIPPLE
 LOCATION: 78018 RIPPEE RD
 BOARDMAN OR 97818

PERMIT TO DISBURSE
 DRAWING MADE ZAYO-UMATILLA ILLA TO RIPPLE - PLANS.dwg
 CONFIDENTIAL/PROPRIETARY SHEET 8 OF 11

CONSTRUCTION NOTES

- ④ PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

PARCEL NO 1100

PARCEL NO 500

WILSON LN SE

EASTREGGARD RD

MATCH TO SHEET 8

MATCH TO SHEET 6

Permit OSH



Know what's below. Call before you dig.



NO	DATE	ENGINEER	DRAWER	COMMENT
3				AS-BUILT
2	8/2/21	DOC	DBS	REVISION # 1
1	5/21/21	DOC	DBS	ORIGINAL

zayo GROUP
TECHNICAL CONSULTING INC

MGC
TECHNICAL CONSULTING INC

ZAYO ENGINEER: JOE BRANTON
 ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC
 PROJECT NAME: UMATILLA ILA TO RIPPEE
 LOCATION: 78018 RIPPEE RD
 BOARDMAN, OR 97818

PERMIT NUMBER:
 ORIGINAL NAME: ZAYO-UMATILLA ILA TO RIPPEE PLANS.dwg
 CONFIDENTIAL/PROPRIETARY

DESIGN VIEW D

CONSTRUCTION NOTES

- (2) PROPOSED 3'X5' BORE PIT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- (3) PROPOSED DIRECTIONAL BORE (3) 1 1/4" CONDUITS. CONTRACTOR TO POTHOLE UTILITIES PRIOR TO CONSTRUCTION. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- (4) PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

PARCEL NO 1102

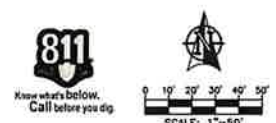
PARCEL NO 1400

WILSON LN SE

MATCH TO SHEET 9

MATCH TO SHEET 7

Permit 05A



NO.	DATE	ENGINEER	DRAWER	COMMENT
3				AS-BUILT
2	8/2/21	BOC	DES	REVISION # 1
1	5/24/21	BOC	DES	ORIGINAL

ZAYO GROUP **MGC**
TECHNICAL CONSULTING INC

ZAYO ENGINEER: JOE BRANTON
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC
PROJECT NAME: UMATILLA ILLA TO RIPPEE
LOCATION: 7901B RIPPEE RD
BOARDMAN OR 97816

PERMIT NUMBER:
UMATILLA ILLA TO RIPPEE - PLAN 05
CONFIDENTIAL/PROPRIETARY SHEET 8 OF 11

DESIGN VIEW E

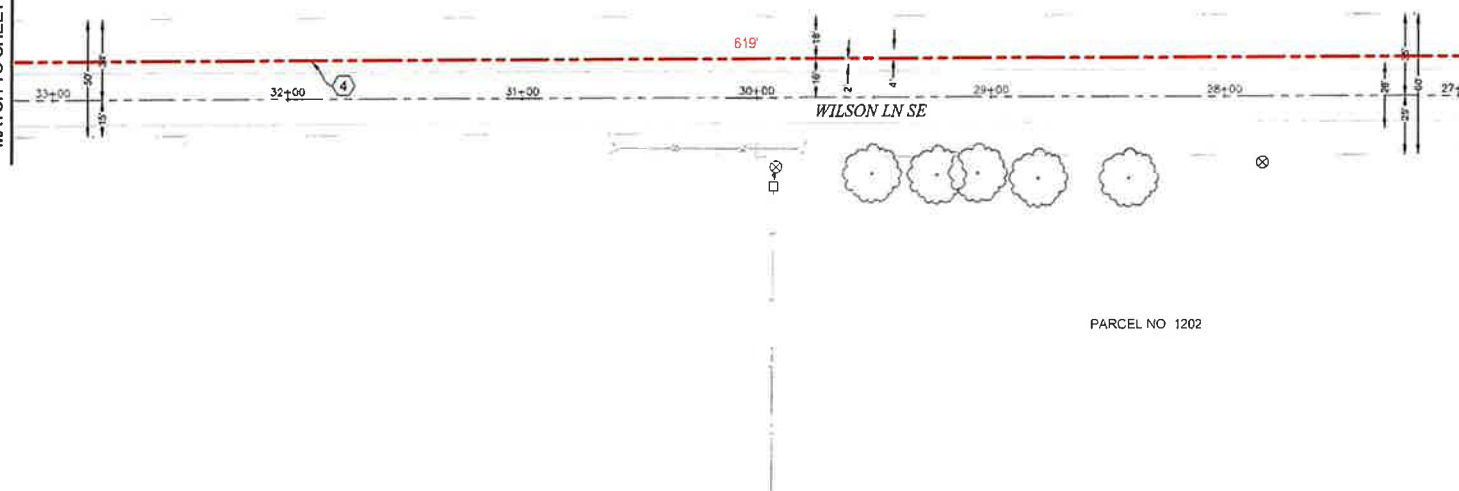
CONSTRUCTION NOTES

- ④ PLACE (3) 1 1/4" CONDUITS, FULL (1) 288 CT FIBER THROUGH, RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.

PARCEL NO 101

MATCH TO SHEET 10

MATCH TO SHEET 8



PARCEL NO 1202

Permit OSH

811 Know what's below. Call before you dig.
 SCALE: 1"=50'

NO.	DATE	ENGINEER	DRAFTER	COMMENT
3				AS-BUILT
2	8/2/21	BCC	BOS	REVISION # 1
1	5/24/21	BCC	BOS	ORIGINAL

zayo GROUP
MGC TECHNICAL CONSULTING INC.

ZAYO ENGINEER - JOE BRANTON
 ENGINEERING FIRM MGC TECHNICAL CONSULTING INC.
 PROJECT NAME: UMATILLA LA TO RIPPEE
 LOCATION: 70018 RIPPEE RD
 BOARDMAN, OH 93818

PERMIT NUMBER:
 SHEET # OF 11

DESIGN VIEW F

CONSTRUCTION NOTES

- ② PROPOSED 3'x5' BORE PIT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- ③ PROPOSED DIRECTIONAL BORE (3) 1 1/4" CONDUITS. CONTRACTOR TO POTHOLE UTILITIES PRIOR TO CONSTRUCTION. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- ④ PLACE (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- ⑤ INSTALL (2) 30"x48" SERIES 7 VAULT. CORE VAULT FROM TRENCH. PULL (1) 288 CT FIBER THROUGH AND COIL SLACK IN VAULT. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- ⑥ PROPOSED TRENCH (3) 1 1/4" CONDUITS. PULL (1) 288 CT FIBER THROUGH. RESTORE SURFACE PER LOCAL JURISDICTION STANDARDS.
- ⑦ EXISTING ZAYO MEET ME VAULT. CORE VAULT AND PLACE CONDUIT FROM TRENCH. PULL (1) 288 CT FIBER THROUGH.
- ⑧ EXISTING ZAYO CONDUIT. PULL FIBER THROUGH TO FIBER HUT AND COIL SLACK AT TERMINATION RACK.

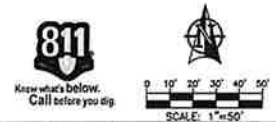
PARCEL NO 101

PARCEL NO 1201

PARCEL NO 1200

MATCH TO SHEET 9

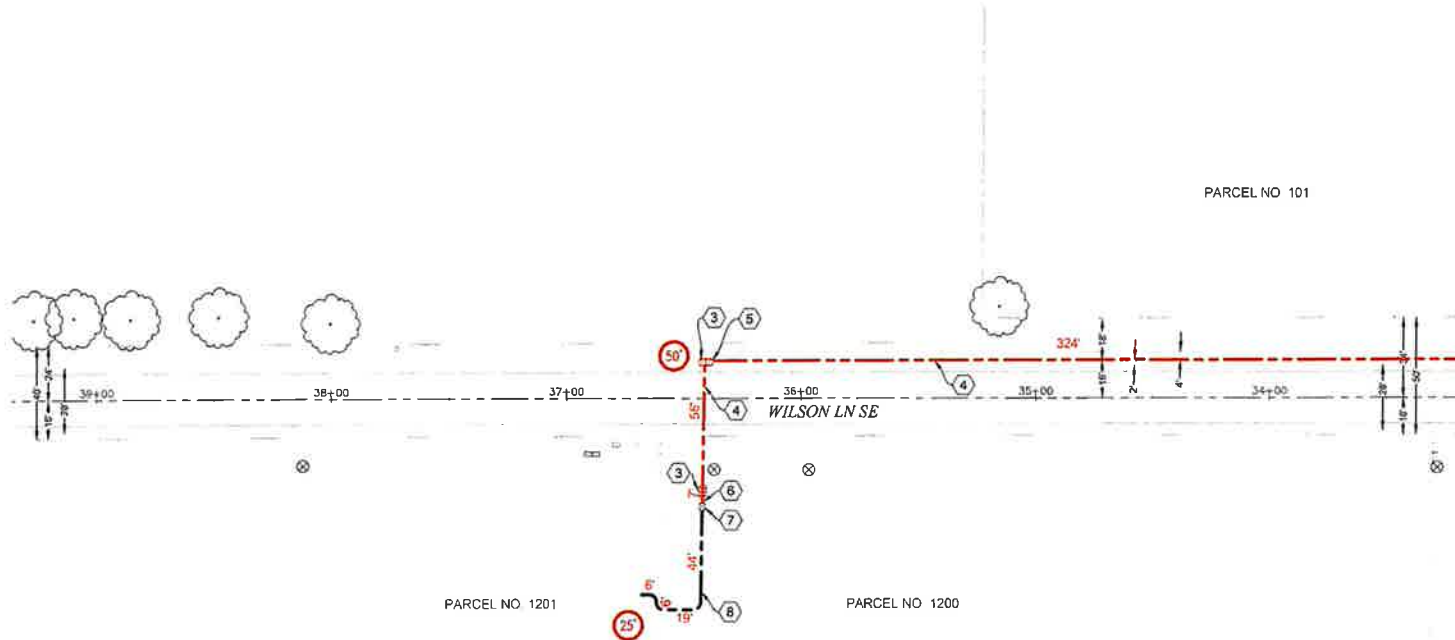
Permit OSH



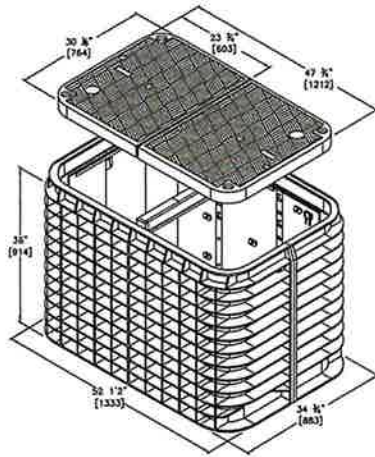
NO.	DATE	ENGINEER	DRAFTER	COMMENT
3				AS-BUILT
2	8/2/21	BOC	DOE	REVISION # 1
1	5/24/21	BOC	DOE	ORIGINAL

zayo GROUP		MGE TECHNICAL CONSULTING INC.	
ZAYO ENGINEER JOE BRANTON			
ENGINEERING FIRM MGC TECHNICAL CONSULTING INC			
PROJECT NAME: UMATILLA ILA TO RIPPEE			
LOCATION 79018 RIPPEE RD			
BOARDMAN, OR 97819			
PERMIT NUMBER			
PROJECT NAME: UMATILLA ILA TO RIPPEE PLANS.DWG			
CONFIDENTIAL/PROPRIETARY			

DESIGN VIEW G

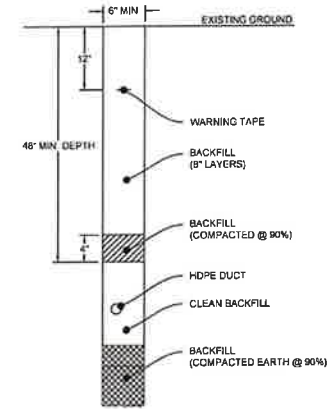


UNDERGROUND TYPICALS



30x48 VAULT DETAIL

SCALE: NTS



TYPICAL TRENCH IN SOIL DETAIL

SCALE: NTS

Permit # OSH



NO.	DATE	ENGINEER	DRAWER	COMMENT
3				AS-BUILT
2	8/2/21	BOC	OSB	REVISION # 1
1	5/24/21	BOC	OSB	ORIGINAL

zayo		MGC	
ZAYO ENGINEER: JOE BRANTON			
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.			
PROJECT NAME: UMATILLA LA TO RIPPEE			
LOCATION: 79018 RIPPEE RD			
BOARDMAN, OR 97818			
PERMIT NUMBER:			
DRAWING NAME: UMATILLA LA TO RIPPEE - PLAN.DWG			
CONFIDENTIAL/PROPRIETARY			

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

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

There has been a transfer of ownership to a Solid Waste Collection Franchise. Sanitary Disposal, Inc out of Hermiston has sold operation to Waste Connections of Oregon. In order for Morrow County to continue to allow the collection in their county they need to follow the Solid Waste plan. Ordinance of the Solid Waste Management plan, it lists that the applicant needs to submit in 30 days the plan of the operation. This was received to Public Works. The Morrow County Solid Waste administrator (Matt Scrivner, Director of Public Works) must review and approve, then shall present the findings to the Board of Commissioners. With an order in place then the new owner can be contracted a franchise with the County at this time.

In the research with the County and the Contractor it was noted that all adjoining land owners and customer base had been notified of the transfer. Certificate of liability and operation licenses are all met and complete.

2. FISCAL IMPACT:

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

Motion to accept the order no. OR-2021 and accept the Franchise agreement with Morrow County and Waste Connection of Oregon, Inc.

Attach additional background documentation as needed.

this Ordinance, and who are without a County Contract or Order for a disposal site, and who have not been exempted under this Ordinance, shall file an application for a disposal site license within 60 days after the effective date of this Ordinance. Upon filing the application, such person shall continue to provide existing service until a final determination on the application is made by the County Court.

9.050. Application Review

1. Applications shall be reviewed by the Administrator, which shall make such investigation as he or she deems appropriate. The Administrator shall give written notice of any application to affected license holders and adjoining property owners. Upon the basis of the disposal site application, evidence submitted, and results of any investigation, the Administrator shall make a finding and recommendation on the qualifications of the applicant, whether additional service, land, equipment or facilities should be provided and what conditions of service should be imposed, including whether the site should be opened to the public and under what conditions, whether or not certain types of wastes, solid wastes or hazardous wastes should be excluded from the site or what types of wastes should be required to be accepted at the site and, whether the site complies with all rules and regulations adopted pursuant to this Ordinance and ORS Chapter 459;
2. Unless the time is extended by the Court for good cause, the Administrator shall make a recommendation on the disposal site application to the Court within 30 days after the application and any required supplemental information have been received;
3. The Court shall conduct a public hearing to consider an application within 30 days of the Administrator's recommendation. Notice shall be served on the applicant, adjoining property owners, and any affected right holder, and shall be published once in the newspapers generally circulated within the County, not more than twenty or fewer than seven days, preceding the hearing. The County Court:
 - A. May require additional investigation to be made or information to be submitted;
 - B. Shall, upon the basis of the application, any evidence or testimony submitted, and the Administrator's recommendation, make a finding on the qualifications of the applicant on whether additional area should be included; additional services should be provided; additional equipment, facilities, land or personnel should be provided; and whether conditions should be imposed on disposal or recycling; and
 - C.
 - D. Shall, upon the basis of its findings, grant, deny, modify or attach appropriate conditions deemed necessary to carry out the purposes and policy of this Ordinance to the applicant within 30 days from the date of receipt of the recommendation from the Administrator. The determination of the Court after conclusion of the public hearing shall be final. If the Court's Order rejects all or part of the application, the applicant may not submit another application for the same disposal site for a period of six months, unless the Court finds that the public interest requires reconsideration within a shorter period of time.
4. After the applicant has received an order granting a license for the solid waste disposal site, the applicant shall enter into a written contract and agreement with Morrow County which requires compliance with this Ordinance and any applicable provisions of ORS

Chapters 459 and 459A. The agreement will be the controlling document wherein the County Court and the applicant agree upon the license review periods, (if any), terms and conditions, fees, additional fees, closure fees, and dedicated fees which are required as a condition of the license for a disposal site.

9.060. Responsibilities of License Holders

1. Holders shall furnish all service authorized and required by the license, the Department of Environmental Quality, this Ordinance and the agreement, at rates established by the Court for the term of the license;
2. A holder shall, where applicable, provide, maintain and use adequate equipment to handle and dispose of, or resource recover, solid waste; handle collected solid wastes in a good and capable manner; transport all liquids in a watertight, drip-proof container; and provide equipment that meets all applicable laws, codes, regulations and standards;
3. A disposal site license holder shall not discontinue required service without ninety (90) days written notice to the Court and to any collection franchise or license holders having use of the site. Court approval shall be obtained before such discontinuance unless the discontinuance is due to the decision of administrative, legislative and judicial agencies having jurisdiction;
4. A holder shall make the fee payments as provided promptly as they become due; and
5. The holder of a solid waste disposal license shall maintain a current and valid permit from the Oregon Department of Environmental Quality or the Oregon Department of Agriculture.

9.070. Transfer of Pledge for a Disposal License

1. A license shall not be sold, transferred or assigned to another person without prior written approval of the Court which shall not be unreasonably withheld.
2. A person desiring a license transfer shall submit an application to the Administrator on forms provided by the Administrator. The Administrator shall review the application and forward a recommendation to the County Court. The Court shall then hold a public hearing and vote to approve or deny the request.
3. The term of the transferred license shall continue for the same period as the original License.

SECTION 10.000. FEES

Fees and revenue collected pursuant to this Ordinance shall be expended for solid waste management related activities. These fees and revenues shall include, but not be limited to, revenue generated from any licensed solid waste site or facility such as the franchised solid waste collectors, recycling licensees, transfer facilities, landfills, and other disposal sites. The budget from the monies shall include and establish amounts to be reserved for solid waste management activities including but not limited to: solid waste education, protecting the environment, providing financial stability, meeting contractual obligations, providing for future solid waste facilities, and addressing changes in legal requirements. The budget recommendations prepared by the Administrator shall be reviewed and be subject to approval

SANITARY DISPOSAL, INC.
And
DESERT WIND, INC., DOING BUSINESS AS SANITARY
DISPOSAL TRANSFER STATION
PO Box 316
HERMISTON, OREGON 97838

September 2, 2021

City of Hermiston
City of Umatilla
City of Boardman
City of Irrigon
City of Ione
City of Stanfield
City of Echo
Morrow County
Umatilla County
State of Washington re. Benton County, Washington
DELIVERED BY MIKE JEWETT

Re: Pending Sales to Waste Connections of Oregon, Inc.

Dear Folks:

Sanitary Disposal, Inc. and Desert Wind, Inc. dba Sanitary Disposal Transfer Station are working to conclude a sale of both corporations' assets to Waste Connections of Oregon, Inc., an affiliate of Waste Connections, Inc. These sales include all collection and solid waste transfer station real property, equipment and franchises. We anticipate closing these sales by the end of this year.

To conclude a sale, Sanitary Disposal and Desert Wind need the municipalities they service to approve the transfer of their franchises to Waste Connections of Oregon, Inc. effective on the date of the sales of assets. With this letter, Sanitary Disposal and Desert Wind ask that each of the municipalities listed above begin the process to consider approving the transfers of the franchises.

Waste Connections, Inc. and its affiliated companies are national organizations which have many solid waste collection franchises and landfills in the United States. They own and operate the Finley Buttes landfill south of Boardman that the Sanitary Disposal Transfer Station hauls to. They are not affiliated with the company known as Waste Management.

September 2, 2021
Page 2 of 2

Waste Connections will be providing applications and application fees to the municipalities who require those, and will provide information about Waste Connections, Inc. (and its affiliates) that the municipalities may require in these franchise transfer situations.

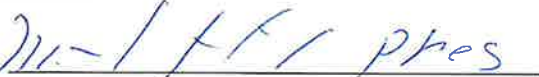
Sanitary Disposal and Desert Wind have operated for almost 50 years, but the principals who run the companies--Bill Kik, Rick Jewett and me--are around 65 or older. It is time to retire.

The other principals in the business, Bill Kik and Rick Jewett and I have enjoyed working with you all of these years.

Please get back to me about this letter.

Sincerely,

SANITARY DISPOSAL , INC. and DESERT WIND, INC. dba Sanitary Disposal Transfer
Station

A handwritten signature in blue ink that reads "Mike Jewett" with a horizontal line underneath.

Mike Jewett, President

APPLICATION SOLID WASTE COLLECTION FRANCHISE

This application for a Solid Waste Collection Franchise in the unincorporated areas Morrow County, Oregon is to be prepared in accordance with the Morrow County Solid Waste Ordinance. Solid waste collection operations and facilities within Morrow County, unless specifically exempted by the Solid Waste Ordinance or the Morrow County Solid Waste Administrator, may operate only under the authorization of a Franchise or License.

Franchisee / Applicant: Waste Connections of Oregon, Inc.

Business Name: Waste Connections of Oregon, Inc., dba Sanitary Disposal, and Sanitary Disposal Transfer Station.

Address: 12115 NE 99th Street, Suite 1830, Vancouver, WA 98682

Telephone: 503-318-1572

E-mail address: Jasonh@wcnx.org

This Application is for:

A New Collection Franchise The Transfer of an Existing Collection Franchise

An Expansion of an Existing Collection Area Renewal of an Existing Franchise

Attach to this Application the following documentation:

- List of proposed customers served and a map of the service area: See attached customer list and map.
- Proof of available collection vehicles, equipment, land, facilities, personnel sufficient to provide the proposed service: Waste Connections of Oregon, Inc., is purchasing all of the vehicles, equipment, land and will be hiring the existing employees currently used by Sanitary Disposal, Inc. and Desert Wind, Inc., dba Sanitary Disposal Transfer Station, to provide service to Morrow County, with the exception of the three owners that will be retiring.
- Proof of sufficient financial resources to provide the proposed service: Please review the attached links to our Form 10-K for 12/31/2020 and our most recent Form 10-Q for Q2 2021.

Form 10-K:

SW Collector Application

<https://www.sec.gov/ix?doc=/Archives/edgar/data/0001318220/000155837021001174/wcn-20201231x10k.htm>

Form 10-Q:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/0001318220/000155837021010352/wcn-20210630x10q.htm>

- Proof of sufficient experience to provide proposed service: Waste Connections, Inc. is the third largest solid waste services company in North America, providing non-hazardous waste collection, transfer and disposal services, along with recycling and resource recovery, in mostly exclusive and secondary markets in the U.S. and Canada. Waste Connections also provides non-hazardous oil and natural gas exploration and production, or E&P, waste treatment, recovery and disposal services in several basins across the U.S., as well as intermodal services for the movement of cargo and solid waste containers in the Pacific Northwest. As of September 1, 2021, we served residential, commercial, industrial and E&P customers in 44 states in the U.S. and six provinces in Canada. Our senior, regional and local management teams have extensive experience in operating, acquiring and integrating non-hazardous waste services businesses.
- Certification of public liability with a thirty (30) day notice of cancellation clause covering the proposed franchisee's operations including coverage of each vehicle operated by the proposed franchisee; and: See attached.
- If a transfer of franchise, a letter from the current franchisee requesting the transfer: Please see the attached letter from Mike Jewett, President of Sanitary Disposal, Inc., Desert Wind, Inc., dba Sanitary Disposal Transfer Station.

Application Review:

Upon receipt of a complete Application, the Administrator has 30 days to give notice and make such investigation as the Administrator deems appropriate. After 30 days the Administrator will make a recommendation on the franchise to the County Court. The Court shall, upon the basis of its findings, grant deny, modify or attach appropriate conditions to the application within 30 days from the date of receipt of the recommendation from the Administrator.

Upon receipt of the order granting the franchise, the applicant shall enter into a written franchise agreement with Morrow County which requires compliance with the Solid Waste Ordinance and any applicable provisions of ORS Chapter 459. The Agreement shall provide for the franchisee or the County to, upon mutual agreement, negotiate amendments to or modifications of the Agreement.

Applicant Certification:

I, the undersigned, as owner or registered agent of the solid waste collection business entered above, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Solid Waste Ordinance and that additional information and materials may be required, as provided by the Solid Waste Ordinance and Solid Waste Management Plan. I propose to meet all standards set forth by the County's Solid Waste Ordinance and any applicable State and Federal regulations. I certify that the statements and information provided with this application are true and correct to the best of my knowledge. I agree to notify the Morrow County Solid Waste Administrator within 10 days of any change in the information submitted as part of this application.

Signature and title of person completing this Application:

Signature:  Title: Division Vice President

Print Name: Jason Hudson

Date: September 13, 2021

Fee:

Morrow County Public Works
P.O. Box 428, Lexington Oregon 97839
(541) 989-9500 FAX: (541) 989-8352

SW Collector Application



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

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

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

September 29, 2021

Morrow County Board of Commissioners
P.O. Box 788
Heppner, OR 97836

Dear Commissioners,

Morrow County Public Works was notified on September 2, 2021 of the sale/transfer of Sanitary Disposal, Inc., to Waste Connections of Oregon, Inc. Sanitary Disposal has been the Franchisee for Zone 1 for many years.

As the Solid Waste Management Administrator, I support the transfer of the Zone 1 Franchise to Waste Connections of Oregon, Inc.

I would like to thank Sanitary Disposal for their service to Morrow County.

Respectfully,

Matt Scrivner
Morrow County Public Works Director
Solid Waste Management Administrator

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

Order Approving Transfer of Existing) Order No. OR-2021-13
Solid Waste Collection Franchise)

WHEREAS, ORS 459, ORS 459A, and Morrow County Solid Waste Management Ordinance allow the Board of Commissioners to grant a franchise of solid waste collection; and

WHEREAS, Morrow County Solid Waste Management Ordinance Section 7.020 provides for the transfer of an existing franchise; and

WHEREAS, the County recognizes that Sanitary Disposal, Inc., is in good standing and has provided service to Morrow County on satisfactory terms since being established as a solid waste provider for Collection Zone 1; and

WHEREAS, Sanitary Disposal, Inc., and Waste Connections of Oregon, Inc., have entered into an agreement whereby Waste Connections of Oregon, Inc., has agreed to purchase substantially all of the assets of Sanitary Disposal, Inc., (the “Transaction”); and

WHEREAS, in connection with the closing of the Transaction, Sanitary Disposal, Inc., and Waste Connections of Oregon, Inc., have requested the transfer of an existing collection franchise; and

WHEREAS, Sanitary Disposal, Inc., and Waste Connections of Oregon, Inc., anticipate that the Transaction will close, effective as of December 1, 2021; and

WHEREAS, Sanitary Disposal, Inc., and Waste Connections of Oregon, Inc., have complied with all requirements of Solid Waste Management Ordinance Section 7.020 in regards to a transfer of the franchise for Collection Zone 1; and

WHEREAS, the County’s review of documents and information provided by Waste Connections of Oregon, Inc., indicates that Waste Connections of Oregon, Inc., has the knowledge, experience, and financial resources to meet the obligations of a solid waste franchise; now therefore

THE BOARD OF COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON, hereby ORDERS as follows:

1. Subject to the closing of the Transaction, the transfer of Sanitary Disposal, Inc.’s solid waste franchise for Collection Zone 1 to Waste Connections of Oregon, Inc., doing business as Sanitary Disposal, is granted and is effective as of December 1, 2021.
2. In the event the Transaction does not close, this Order shall be null and void, and the existing franchise shall remain with Sanitary Disposal, Inc.

3. Upon the effectiveness of the closing of the Transaction, Waste Connections of Oregon, Inc., doing business as Sanitary Disposal, shall enter into a written franchise agreement with Morrow County.

Adopted this 10th day of November 2021.

MORROW COUNTY BOARD OF COMMISSIONERS

Approved as to Form

Don Russell, Chair

Morrow County Counsel

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

**AGREEMENT GRANTING AN EXCLUSIVE SOLID WASTE COLLECTION
FRANCHISE TO WASTE CONNECTIONS OF OREGON, INC., DOING BUSINESS AS
(DBA) SANITARY DISPOSAL, ITS SUCCESSOR AND ASSIGNS; PROVIDING FOR
INSPECTION & PROVIDING PENALTIES**

SECTION 1. SHORT TITLE

This agreement shall be known as the Solid Waste Collection Agreement granted to Waste Connections of Oregon, Inc., DBA Sanitary Disposal, and may be cited and pleaded as such.

SECTION 2. PURPOSE, POLICY AND SCOPE

The Solid Waste Management Ordinance, enacted by and for Morrow County, states that it is public policy of Morrow County to regulate the collection, transport and disposal of solid waste. It is unlawful for any person to pick up, store, collect, transport or dispose of any waste or solid waste for compensation unless such person is licensed/franchised in accordance with the provisions of the Solid Waste Management Ordinance; therefore, it is declared to be the public policy of Morrow County to regulate waste management to:

- A. Follow the priorities on managing solid waste provided in Oregon Revised Statute (ORS 459.015(2));
- B. Provide for the safe and sanitary accumulation, storage, collection, transportation and disposal of solid waste;
- C. Provide the opportunity to recycle as part of the overall solid waste plan;
- D. Provide for public input in solid waste management and recycling through the Solid Waste Advisory Committee; and
- E. Prohibit accumulation of waste or solid waste on private property in such manner as to create a public nuisance, a hazard to health or a condition of unsightliness, and to provide for the abatement of such conditions where found.

SECTION 3. DEFINITIONS

When used in this agreement, unless the context requires otherwise:

BOUNDARIES: For the purpose of franchised solid waste collections, Morrow County is divided into two Collection Zones defined as:

- A. Zone 1: Exclusive solid waste collection territory predominantly for the northern portion of Morrow County as described in attached Exhibit A.
- B. Zone 2: All of the remaining areas of Morrow County not included within Zone 1.

COMPENSATION includes:

- A. Any type of consideration paid for service including, but not limited to, rents, proceeds from resource recovery, direct or indirect provision for the payment of money, goods, services or benefits by tenants, lessee's occupants or similarly situated persons;
- B. The exchange of service between persons; and
- C. The flow of consideration from a person owing, possessing or generating solid waste to another person who provides services or from a person providing services to another person owning, possessing or generating solid waste.

COUNTY: Morrow County Board of Commissioners of Morrow County, Oregon.

FRANCHISEE: Waste Connections of Oregon, Inc., DBA Sanitary Disposal, to whom a Franchise is granted by Morrow County pursuant to this agreement. Such Franchise shall be granted exclusive right to provide service and solid waste collection service for compensation.

GROSS RECEIPTS: All revenue received for providing solid waste collection service under this Franchise.

RECYCLABLE MATERIALS: Any material or group of materials that can be collected and sold for recycling at a net cost equal to, or less than, the cost of collection and disposal of the same material.

RESOURCE RECOVERY: The process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.

SERVICE: The collection, transport, storage, transfer, disposal or resource recovery from solid waste.

SOLID WASTE: All putrescible and non-putrescible waste, including, but not limited to, garbage, rubbish, refuse, ashes, wastepaper, cardboard, grass clippings, compost, tires, equipment and furniture; sewage sludge, septic tank and cesspool pumpings or other sludge, commercial, industrial, demolition and construction waste; discarded or abandoned vehicles or parts thereof, discarded home or industrial appliances, manure, vegetable or animal solid and semi-solid waste, dead animals, infectious waste as defined in ORS 459.387 and other wastes. The term, however, does not include:

- A. Hazardous waste as defined in ORS 446.005.
- B. Materials used for fertilizer or for other productive purposes or which are salvageable as such materials and are used on land in agricultural operations such as the growing or harvesting of crops and the raising of fowl or animals.
- C. Beverage containers subject to reuse or refund provisions contained in ORS 459A.700 to 459A.740.

(Collection of infectious solid waste, as defined in ORS 459.387, is not a part of the Franchise agreement described in this agreement.)

SOLID WASTE MANAGEMENT: The prevention or reduction of solid waste; management of storage, collection, transport, treatment, utilization, processing and final disposal of solid waste; resource recovery from solid waste and facilities necessary or convenient to such activity.

WASTE: Material that is no longer usable or wanted by the source of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, "utilized" means the productive use of waste through recycling, reuse, salvage, resource recovery, energy recovery or land filling for reclamation, habilitation or rehabilitation of land.

SECTION 4. ACTIVITIES AND PRACTICES REGULATED

- A. Except as otherwise provided in this agreement, it shall be unlawful for any person, other than the Franchise holder under the provisions of this agreement, to provide solid waste collection service for Morrow County for compensation in the area defined under BOUNDARIES as Zone 1. Zone 1 is to be the exclusive territory of Waste Connections of Oregon, Inc., DBA Sanitary Disposal, for the purposes of this agreement, except as set forth in Paragraph B of this Section.
- B. Nothing in this Franchise shall prohibit:
- 1) A private charitable organization which regularly engages in the collection and reuse of repairable or cleanable discards;
 - 2) A religious, charitable, benevolent or fraternal organization, which is not organized for solid waste management purposes, and which is using the activity for fund raising, such as scout and churches, and which collects, reuses or recycles totally source separated materials, or operates a collection center for totally source separated materials;
 - 3) The collection, transportation or redemption of returnable beverage containers under the "Bottle Bill" (ORS Chapter 459);
 - 4) A producer who transports and disposes of waste created as an incidental part of the regular operation of a licensed business, such as an auto wrecking business, a janitorial service, a gardening or landscaping service, and a septic tank pumping or sludge collection or disposal service;
 - 5) A person who deals in the practice or business of totally source separated solid wastes and selling these materials for fair market value and when the activity has been licensed under the Morrow County Solid Waste Management Ordinance, Section 8.000;
 - 6) A self-hauler, as defined in the Morrow County Solid Waste Management Plan, hauling solid waste and/or recyclables to a permitted solid waste disposal site.

SECTION 5. EXCLUSIVE FRANCHISE AND TERM OF FRANCHISE

The enactment of this agreement grants Waste Connections of Oregon, Inc., DBA Sanitary Disposal, the exclusive right, franchise and privilege to provide solid waste collection services for commercial, industrial and residential establishments within Zone 1 as defined above in Morrow County, Oregon. The rights, privileges and franchise granted shall begin, November 10, 2021, the Franchise shall be considered as a continuing five-year Franchise. That is, beginning January 1 of each year, the Franchise will be considered renewed for an additional five-year term, unless at least ninety (90) days prior to January 1 of any year, either party shall notify the other party in writing of intent to terminate further renewals of this Franchise. County may later reinstate continuing renewals upon mutual agreement with the Franchisee. Nothing in this section restricts the County from suspending, modifying, or revoking the Franchise for cause as outlined in succeeding sections of the Ordinance.

The County may, in its sole discretion, enforce the exclusivity provisions of the Franchise against third-party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the exclusivity provisions of the Franchise against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the County shall use good-faith efforts to cooperate in such enforcement actions brought by Franchisee. The County shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Franchise, including, without limitation, the exclusive service rights granted to Franchisee pursuant to the Franchise.

SECTION 6. RESPONSIBILITY OF FRANCHISEE

Service.

Franchisees shall furnish adequate and reliable service as authorized and required by the Franchise and the Solid Waste Management Ordinance, ORS Chapters 459 and 459A, and all other applicable laws, rules, or regulations and at rates established by the County.

Recycling.

The Franchisee shall work with the County to help implement and meet the State reuse and recycling requirements as outlined in the Franchise agreement.

Discontinuation of Service.

Except as provided in the Exceptions paragraph below, no franchisee shall voluntarily discontinue service to any of their service area until the franchisee has:

1. Given 90-day written notice to affected customers in the service area;
2. Given 90-day written notice to the Administrator; and
3. Obtained approval of the County.

Complaints and Records.

1. The Franchisee shall respond in a timely manner to any written complaints regarding service; and
2. The Franchisee shall keep accurate books and records which shall be available during regular business hours for inspection and review by a qualified person designated by the Administrator. Records shall be generated and maintained according to general accounting practices.

Reporting.

The Franchisee shall file, at a minimum, an annual Franchise report to the County for the preceding year as stipulated in the Franchise agreement. Additionally, the Franchisee shall submit a recycling report to the Administrator.

SECTION 7. RATES

Any person who receives solid waste collections services from Franchisee shall be responsible for payment for such services. The rates to be charged to all persons by Franchisee shall not exceed the rate approved by the County. The rates may be changed by resolution during the term of the Franchise if approved by the County. Said rates shall be on file at Morrow County offices for public inspection.

SECTION 8. BILLING, COLLECTION AND FRANCHISE FEES

Franchisee shall do the billing and collecting of solid waste collection fees. For the exclusive right, franchise and privilege to provide solid waste collection service in Zone 1 of Morrow County, Franchisee has previously paid Morrow County a \$350.00 application fee. Franchisee shall also pay to Morrow County, within sixty (60) days of each calendar quarter, an amount of money equal to two percent (2%) of the collection fees collected in the previous quarter, based upon gross receipts.

SECTION 9. PUBLIC RESPONSIBILITY

In addition to and in compliance with ORS 459 and other applicable laws and regulations:

- A. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes ("Unacceptable Waste") are not put into a can, cart, container or drop box. Under no circumstances shall title to and liability for any Unacceptable Waste pass to Franchisee, even if Franchisee inadvertently collects or disposes of such Unacceptable Waste. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste. When inappropriate materials, customer abuse, fire or vandalism cause excessive wear or damage to a company-provided cart, container or drop box, the cost of the repair or replacement may be charged to the customer.
- B. No unauthorized person shall place materials in or remove materials from a solid waste container without permission from the owner of the container. For the

purpose of this section, Franchisee is the owner of containers supplied by Franchisee. Persons to whom Franchisee supplies containers shall be the authorized persons within the meaning of this section.

- C. No unauthorized person shall remove solid waste placed out for collection and resource recovery.
- D. Unless permitted by Franchisee, no person shall install or use any container over thirty-two (32) gallons in capacity for pickup by Franchisee, other than those supplied by Franchisee. The purpose of this subsection is to ensure safe equipment sizes and weights, and to assist and encourage Franchisee's use of the most efficient collection equipment and methods.
- E. Franchisee is not required to service an underground container unless the person responsible for it places the container above ground prior to the time of collection.
- F. Each customer shall provide safe access to the solid waste container or waste without risk or hazard to Franchisee's employees, the public or Franchisee.
- G. No container designed for mechanical pickup shall exceed the safe loading weights or volumes as established by Franchisee to protect service workers, customers, the public and the collection equipment.
- H. No container designed for manual pickup shall exceed thirty-two (32) gallons in size or sixty (60) pounds in weight, when loaded, and eighteen (18) pounds when empty. Such containers shall be made of metal or be solid, fire proof, rodent proof and not subject to cracking or splitting, and have proper handholds and bails. Containers must be kept in good condition by the customer.
- I. Customers using mechanically emptied containers furnished by Franchisee shall provide a smooth, level, hard-surfaced area approved by Franchisee for the container.
- J. Unless special service or service equipment is provided by Franchisee for handling unconfined waste, materials such as rubbish and refuse, brush, leaves, tree cuttings and other debris for manual pickup and collection shall be in securely tied bundles or in boxes, sacks or other receptacles, and said solid waste so bundled, tied or contained shall not exceed sixty (60) pounds in weight.
- K. Where a customer requires an unusual volume of service or a special type of container requiring a substantial investment in equipment, Franchisee may require a contract with the customer as a necessity to finance and assure amortization of such equipment. The purpose of this provision is to assure that such equipment does not become a charge against other ratepayers who are not benefited. In no event shall such contract be in effect longer than this agreement.
- L. Stationary compacting devices for solid waste shall comply with federal and state safety standards and provide adequate protection to the user and Franchisee.

- M. Any vehicle used by a person to transport solid waste shall be so loaded and operated as to prevent the waste from dropping, sifting, and leaking, blowing or otherwise escaping from the vehicle onto any public right-of-way or adjacent lands.
- N. No person shall block access to any container, drop box or roll-off box supplied by Franchisee.
- O. Every person who generates or produces solid waste shall have all putrescible solid waste removed at least every seven (7) days. More frequent removal may be required where a facility or service involves the public health. All solid waste shall be removed in sufficient frequency to prevent health hazards or pollution.
- P. All putrescible materials shall be stored in manually emptied containers supplied by the generator or in mechanically emptied containers or drop boxes supplied by Franchisee.
- Q. The producer or generator of solid waste shall clean containers and shall keep the area around such container free of accumulated solid waste or wastes. Franchisee shall provide maintenance, as required, to containers supplied by Franchisee. For containers supplied by the customer, plastic liners are recommended but not required.
- R. All putrescible solid waste must be drained of excess liquids and wrapped.
- S. Ashes will be taken only if placed in a plastic bag and tied.

SECTION 10. SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE

Upon recommendation of the Administrator or on the County's own motion, the County may suspend, modify, revoke, or refuse to renew a Franchise upon a finding that the Franchisee has:

- A. Willfully violated the Solid Waste Management Ordinance or Oregon Revised Statute 459 or 459A, the Franchise, or rules or regulations promulgated there under;
- B. Made a material misrepresentation in any written documents required to be submitted by the Franchisee;
- C. Willfully refused to provide service required by the Solid Waste Management Ordinance or the Franchise, or to take any corrective action required under the Solid Waste Management Ordinance after written notification and a reasonable opportunity to do so; or
- D. Misrepresented the gross receipts from the Franchise service area if such reports are required to be submitted by the Solid Waste Management Ordinance or by order of the County.

SECTION 11. INTERRUPTION OF FRANCHISEE'S SERVICE

Franchisee agrees, as a condition of this Franchise, that whenever the County finds that the failure of service or threatened failure of service would result in the creation of an immediate and serious health hazard or serious public or private nuisance, the County may in an Emergency Order, issue a franchise to a qualified solid waste collector to provide service, so long as the immediate danger to the public health, or public or private nuisance continues.

SECTION 12. TERMINATION OF SERVICE BY FRANCHISEE

Franchisee shall not delay or terminate service to all or a portion of the customers unless:

1. Damage, destruction or failure of equipment due to an act of God;
2. Adverse weather which makes service unsafe;
3. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction;
4. Customer refusal to pay for service in accordance with Franchisee's established rates;
5. Transfer of franchises pursuant to the Solid Waste Management Ordinance;
6. A finding by the Administrator that service at the particular location would jeopardize the safety of the driver of a collection vehicle or of the motoring public, that the customer has not provided reasonable access to the pickup point for the solid waste containers or recyclable materials without hazard or risk to the person providing service, or that weather conditions prevent service to the particular customer;
7. Noncompliance with any rule or regulation as outlined in the Franchise;
8. Road closures; and
9. Other events which are beyond the reasonable control of Franchisee, including, without limitation, riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, and volcanic eruptions, epidemics and pandemics (and restrictions imposed by governmental authorities in response thereto), strikes, lockouts and other labor disturbances or other catastrophic events.

SECTION 13. BINDING ARBITRATION

In the event an irreconcilable difference arises between County and Franchisee on their respective duties and responsibilities under the Franchise or this agreement, an arbitration board shall be chosen, consisting of three persons, one chosen by County, one chosen by Franchisee and one chosen by the two appointed arbiters who must be approved by both County and Franchisee. The arbiters shall choose a time; date and place within thirty (30) days of appointment of the last arbiter to hear both sides of the dispute and promptly render a decision that is binding on both County and Franchisee. Where good cause is shown and recorded in the minutes, the time for decision may be extended for as short a time as is absolutely necessary to reach a decision. The procedure chosen may be that of the American Arbitration Association or

that specified in the Oregon Revised Statutes Chapter 36 for court-supervised arbitration. Costs shall be split equally between County and Franchisee unless the arbiters make an award of costs including, without limitation, arbiters' time.

SECTION 14. AMENDMENTS

County or Franchisee may propose amendments to this Franchise. The agreement shall provide for the Franchisee or the County to, upon mutual agreement, negotiates amendments or modifications of the agreement.

SECTION 15. ACCEPTANCE

This agreement shall become effective when accepted by Franchisee and shall then become a valid and binding agreement between County and Franchisee; provided, however, that this agreement shall be void unless Franchisee shall, within ninety (90) days after the final signing of this agreement, file with the Morrow County Recorder a written acceptance of this agreement and the Franchise herein granted.

SECTION 16 SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

FRANCHISEE

WASTE CONNECTIONS OF OREGON, INC., DBA SANITARY DISPOSAL

Signature: _____ Title: _____ Date: _____

Printed Name: _____

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Dated the 10th day of November 2021

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form

Morrow County Counsel

EXHIBIT A

Collection Zone 1

Waste Connections of Oregon, Inc., franchise area is defined as follows:

North Boundary:

Beginning at the intersection of the Umatilla County line and the Columbia River, thence west, along the Columbia River to the intersection of the Gilliam County line and the Columbia River.

West Boundary:

Beginning at the intersection of the Gilliam County line and the Columbia River, thence south along the Gilliam County line to the southwest corner of Section 19, Township 1 South, Range 23 E.W.M.

South Boundary:

Beginning at the southwest corner of Section 19, Township 1 South, Range 23, thence east to the southeast corner of Section 22, Township 1 South, Range 25, thence northeasterly on an angle to the northeast corner of Section 28, Township 2 North, and Range 27 E.W.M.

East Boundary:

Beginning at the intersection of the Umatilla County line and the Columbia River, thence south along the Umatilla County line to the northeast corner of Section 28, township 2 North, Range 27 E.W.M.



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

(For BOC Use)
Item #
7a

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

Presenter at BOC: Justin Nelson

Date submitted to reviewers:

Department: County Counsel

Requested Agenda Date: 11/10/2021

Short Title of Agenda Item:

Month update- County Counsel Work

(No acronyms please)

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? [x] Yes [] No

Reviewed By:

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

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

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

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

1-month update on county counsel duties being handled by single individual. Discussion regarding any requested changes or concerns.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
76

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

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

Date submitted to reviewers:
Requested Agenda Date: 11/10/2021

Updated Memorandum of Understanding with the Eastern Oregon Coordinated Care Organization

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 MOU

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Greater Oregon Behavioral Health, Inc. (GOBHI) has requested a updated MOU with the counties that it currently serves: Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties. GOBHI describes purpose of the amended MOU as: "The MOU is an update to the attached PDF, necessitated by the omnibus overhaul in CCO statutory and regulatory requirements in 2020, best known as CCO 2.0." Most of the counties signed the amended MOU back in 2020. GOBHI believes they did ask for the amended MOU with Morrow County back in 2020, but believe they may have sent it to the wrong contacts and failed to follow-up with the status after not hearing back.

Attachment 1: Updated Morrow County MOU

Attachment 2: Umatilla County signed amended MOU- 7/15/2020.

Attachment 3: Prior MOU- 2012.

2. FISCAL IMPACT:

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

Motion to Approve MOU with Eastern Oregon Coordinated Care Organization (EOCCO)

Attach additional background documentation as needed.



Henry T. O’Keeffe

Greater Oregon Behavioral Health, Inc.
Phone: (541) 298-2101 Cell: (541) 219-2325
Email: henryo@gobhi.org

Monday, November 08, 2021

Via Email

Attn: Chair Don Russell
Morrow County County Commissioners
110 N. Court Street
Heppner, OR 97836
drussell@co.morrow.or.us

Re: MOU between EOCCO and Morrow County

Dear Chair Russel, Members of the Morrow County Commission:

Thank you for setting aside time to discuss entering into an updated Memorandum of Understanding with the local coordinated care organization at your November 10, 2021 Board Meeting. We very much appreciate your attention and look forward to continuing to collaborate with Morrow County in the areas of our overlapping concern.

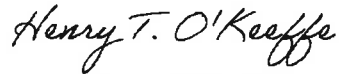
As you may be aware, Greater Oregon Behavioral Health, Inc. (“GOBHI”) is a 501(c)(3) nonprofit corporation charged with administering the behavioral health Medicaid benefit, non-emergent medical transportation benefit, and community engagement activities on behalf of the Eastern Oregon Coordinated Care Organization (“EOCCO”) in twelve (12) of Oregon’s rural and frontier counties. In addition to being a co-founder of the EOCCO—along with ODS Community Health, Inc. (“Moda Health”)—GOBHI also provides various health-related services statewide. These services include: operating a licensed child-placing agency certified by the Oregon Department of Human Services (“DHS”); providing support, guidance, and resources to non-parent relative caretakers in Oregon on behalf of DHS; and partnering with the Oregon Department of Public Safety Standards and Training (“DPSST”) to provide technical assistance to behavioral health and public safety personnel seeking to shepherd vulnerable individuals whose behavioral health conditions are driving their antisocial behavior out of the criminal justice system.

As you may also be aware, Oregon’s Medicaid delivery system recently began a significant overhaul. This overhaul, colloquially known as “CCO 2.0.,” requires that Coordinated Care Organizations, such as EOCCO, double down on their behavioral health care coordination efforts for CCO members. One of these overhaul efforts involves updating the “Original Agreement” that Morrow County entered with EOCCO back in 2012 when CCO’s first began. See [Exhibit A](#). Given Morrow County’s close relationship with Umatilla County, I have presented the updated version of the Agreement ultimately signed by Umatilla County for your review as well. See [Exhibit B](#). If you find the current version acceptable, please sign the enclosed clean copy of that Agreement and return it electronically to GOBHI at your earliest convenience, (See [Exhibit C](#)) or let us know to initiate the DocuSign process. In the event you have questions, I am happy to answer them, and if you would like to propose revisions, please send them to me via email at your earliest convenience.

Letter to Morrow County Commissioners: RE EOCCO MOU
November 8, 2021
Page 2 of 5

Please do not hesitate to contact me via whatever method is most convenient for you if have any questions about this matter.

Sincerely,



Henry T. O'Keeffe
General Counsel

Enclosure: Exhibit A - Original MOU with Morrow County
 Exhibit B - Updated MOU Executed by Umatilla County
 Exhibit C - Clean Updated MOU for Morrow County

cc: Justin Nelson, Morrow County Counsel
 Karen Wheeler, GOBHI Chief Executive Officer

Letter to Morrow County Commissioners: RE EOCCO MOU
November 8, 2021
Page 3 of 5

Exhibit A

Reserve for original agreement executed in July of 2012.

Letter to Morrow County Commissioners: RE EOCCO MOU
November 8, 2021
Page 4 of 5

Exhibit B

Reserved for Umatilla County Executed MOU with EOCCO.

Letter to Morrow County Commissioners: RE EOCCO MOU
November 8, 2021
Page 5 of 5

Exhibit C

Reserved for a clean copy of Updated MOU with Morrow County.

**Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union,
Sherman, Wallowa, and Wheeler Counties and Eastern Oregon Coordinated
Care Organization (EOCCO) Memorandum of Understanding**

January 1, 2020

Purpose:

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative network of behavioral and public health services for the residents of Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties that will jointly serve the healthcare needs of residents. Local Mental Health Authorities (LMHA) and Local Public Health Authorities (LPHA) deliver essential “safety net” services and provide community health infrastructure that supports people regardless of healthcare coverage and must be sustained.

All parties subject to this MOU understand Oregon’s Health Transformation requires shared leadership, accountability and responsibility for community health and safety for all people residing in Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties. The parties understand that resources dedicated to healthcare, social and public safety net services work interdependently. Our coordinated, collective and efficient application of these resources improves service to communities, protects the infrastructure for emergency services and protects against cost shifts potentially created by the shift in service/payment application.

The initial term of this MOU shall be five (5) years with a stipulated public review and approval of the respective entities’ good faith efforts toward assurance of quality behavioral and public health services to the residents of the respective Counties involved.

Parties to this MOU intend to ensure access to a full continuum of healthcare, including public health, subject to the funding criteria established by 430.610(1), and behavioral health, building upon the strengths of public and private systems. The LMHA has statutory responsibility under ORS 430.620 to operate a Community Mental Health Program (CMHP), duties which are defined in ORS 430.630. The local public health authority has statutory responsibility under ORS 431.412 to provide public health services within a region or county. ORS 414.153 and Exhibit M (12) of the Coordinated Care Organization Contract directs that there be a written agreement between each coordinated care organization and the local health authorities in the area served by the coordinated care organization and further defines role(s) of local authorities and the recognition of the shared responsibility of the CCO and the local authorities for the full continuum of healthcare services for the area/region served by the CCO.

The mutual goal of this MOU is to coordinate services and efforts meeting the health needs of CCO members and the community, maintain mental health, addictions and public health safety nets, and achieve the improved health outcomes envisioned by the "Triple Aim". In order to achieve these goals, the parties to this MOU desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

EOCCO and Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties jointly agree to the following activities with respect to the health needs of members of the CCO and Counties based on the specific requirements contained in the EOCCO contract with the Oregon Health Authority as they impact County functions:

1. Collectively analyze possible impacts of funding models and shifts on public health; mental health; addictions; primary care; local law enforcement and community corrections; and long-term care programs and services, designing payment mechanisms to assure critical services are not lost or made less effective.
2. As needed, jointly adopt a plan to finance and maintain the public health and behavioral health safety net, including community crisis services, involuntary commitment services, and withdrawal management services ensuring the continuum of care, and transition services within and between health and public safety systems and all levels of care.
3. As needed, jointly adopt a plan to finance and maintain efficient and effective management of LMHA responsibilities including, but not limited to:
 - a. Management of children and adults at risk of entering/transitioning from Oregon State Hospital (OSH) or residential mental health or addictions care.
 - b. Care coordination of residential services for children and adults.
 - c. Management of the mental health crisis system, including effective coordination and communication regarding involuntary commitment processes, including roles and responsibilities of the LMHA, CMHP and EOCCO; coordination with circuit courts; coordination with inpatient psychiatric facilities and non-inpatient facilities; and Oregon State Hospital.
 - d. Management of a variety of community-based specialized services including supported housing, supported employment and education, ACT and EASA.
 - e. Management of specialized services to reduce recidivism in the criminal justice system.
4. As needed, jointly adopt a plan to pay for point of contact services per the following:
 - a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
 - b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services and maternity case

management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).

- c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, well-child care, prenatal care, school-based clinics, health services for children in schools, and screening services for early detection of health care problems among low- income women and children, migrant workers and other special population groups.
5. Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, juvenile justice, community corrections or emergency rooms.
6. Work together to develop and promote person-centered systems of healthcare.
7. Work collaboratively with each County to jointly develop an active, effective Community Advisory Council, providing broad community input on the operations and performance of EOCCO. Provide staffing support to ensure the regional Community Advisory Council has the resources to provide meaningful local input to the CCO governing board.
8. Coordinate and cooperate to complete a Community Health Assessment (CHA) and facilitate the development of a Community Health Improvement Plan to identify community needs and focus areas for EOCCO, in coordination with other local health planning efforts (Community Health Improvement Plans, County Mental Health & Addictions Biennial Implementation Plans, and County Public Health Annual Plans).
9. Develop agreed upon outcomes to monitor and improve the performance of this coordinated system of CCO and County services.

The Counties may:

1. Advise EOCCO on issues related to specific behavioral health system concerns, including safety net services; a single point of contact with knowledge of the system's capacity to meet both crisis and civil commitment services requirements ; transitions in and out of mental health and addictions residential services; withdrawal management; Oregon State Hospital (OSH) services; care coordination of residential behavioral health services; management of specific community-based services; and specialized services to reduce recidivism in the criminal justice system.
2. Advise EOCCO on issues related to children's system of care issues, including transitions in and out of psychiatric residential or state hospital level of care services, Wraparound care coordination, foster care placement stability, targeted school-based intervention, early

childhood services and diversion from the juvenile justice system.

3. Advise EOCCO on issues related to public health services, health policy and community health promotion.
4. Provide public health services, such as immunizations, family planning, infectious and sexually transmitted disease, and maternal child health services, and will receive payment for those as appropriate through EOCCO. Services requiring special confidentiality processes for client services or payment of these services will continue to be delivered in accord with applicable statutes, rules, and/or contracts. Additionally, the County will coordinate with EOCCO on important system issues that impact the health of the whole population such as prenatal care, tobacco prevention, alcohol and drug prevention, and chronic disease prevention.
5. Help define and assure a system of care including developing multidisciplinary teams and cross-system care coordination, maintaining and improving relationships that counties have with schools, developmental disabilities programs, juvenile justice, community corrections and law enforcement, housing authorities, the Department of Human Services (DHS), residential and foster care providers and other community stakeholders.
6. FQHCs provide to EOCCO members mental health services, substance use disorder (SUD) services, primary care, and prenatal services through the following Federally Qualified Health Centers: Asher Clinic (Wheeler), Columbia River Health Center (Morrow), Marisol Clinic (Umatilla), Winding Waters (Wallowa), and Valley Family Health Centers (Malheur). This promotes significant access to integrated care in a patient centered primary care medical home for EOCCO members, and also provides a way to support a strong safety net option for others in the community.
7. Provide access to health metrics data in support of the CCO's role in assessing and assuring the health of the community by creating and implementing local policies that focus on the issues causing disease and reduced quality of life.

EOCCO may:

1. Maintain or enhance existing level of support for mental health and SUD treatment services for OHP members, including intensive services for high-risk populations (Corrections, mental health and drug courts, withdrawal management, high medical needs, co-occurring mental health and substance use disorders).

2. Work with counties to understand, support and sustain their responsibilities as the LMHA and LPHA assuring activities necessary for the preservation of health or prevention of disease, including the concept that specific members may receive public health services for family planning or sexually transmitted disease requiring special confidentiality processes for billing/payments procedures; ensuring access to specialty services for individuals and families with complex mental health and SUD (wrap-around services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional and state systems coordination with OSH and the Psychiatric Security Review Board (PSRB), corrections and criminal justice, housing, child welfare, seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, a single point of contact for involuntary psychiatric care/civil commitment investigation and support that facilitates clinical decision making and coordination between LMHA, CMHP, circuit court, hospitals, etc, residential treatment facilities siting and planning, emergency response planning, etc.
3. Work to ensure that members receiving services from extended or long-term psychiatric care programs (e.g., Secure Residential Treatment Facilities, OSH, Psychiatric Residential Treatment Services) receive follow-up services as medically appropriate to ensure discharge within five working days of receiving notification of discharge readiness.
4. Coordinate with Community Emergency Service Agencies (e.g., police, courts and juvenile justice, corrections, and the LMHAs and CMHPs) to promote an appropriate response to members experiencing a behavioral health crisis.
5. Provide access to health metrics data in support of the public health role of assessing and assuring community health by creating and implementing local policies focused on the issues causing disease and reduced quality of life.
6. Being sensitive to public partners and the intent to be open in communications with the community, strive to achieve open, transparent governance in alignment with the values of the Health Transformation and State leadership's clear intent of inclusion and transparency to garner and build the trust of the communities served. Transparency is intended to include information sharing regarding local governance and performance of EOCCO.
7. Work with counties to evaluate feasibility of cost-sharing for services currently provided by counties to OHP members utilizing non-OHP funds (for example, depending on county, transportation assistance to access services, supportive housing for people with serious and persistent mental illness, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, mental health and/or drug courts, HIV testing, and recovery coaching).

Term of this MOU:

This MOU shall be effective on January 1, 2020, and will expire on December 31, 2025 (the "Initial Term"). This agreement shall be reviewed annually by all parties. Unless the parties agree otherwise, this agreement will renew for successive five-year terms, upon the expiration of the initial term, and any subsequent five year term, provided however that EOCCO may terminate this agreement upon 30 days' notice at any time should the County not agree to a proposed amendment that is presented to comply with regulatory requirements.

Implementing this collaborative network of complex systems will be challenging. It is understood that during the term of this MOU many details regarding the partnership and funding mechanisms will be designed or evolve, requiring this MOU to be reviewed in a public meeting, updated and renewed annually prior to the respective fiscal year. It is the intent of the County and EOCCO that this MOU be modified as jointly agreed upon and extended beyond the expiration date.

Nothing in this MOU limits the ability of EOCCO to contract with other public or private providers for public health or behavioral health services.

Signatures and Contacts:

EOCCO:

_____	_____
Print Name	Print Title

_____	_____
Authorized Signature	Date

The designated contact person is:

_____	_____
First Name	Last Name

_____	_____
E-mail Address	Phone

_____	_____
Authorized Signature	Date

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT A

430.610 Legislative Policy.

It is declared to be the policy and intent of the Legislative Assembly that:

(1)

Subject to the availability of funds, services should be available to all persons with mental or emotional disturbances, developmental disabilities, alcoholism or drug dependence, and persons who are alcohol or drug abusers, regardless of age, county of residence or ability to pay;

(2)

The Department of Human Services, the Oregon Health Authority and other state agencies shall conduct their activities in the least costly and most efficient manner so that delivery of services to persons with mental or emotional disturbances, developmental disabilities, alcoholism or drug dependence, and persons who are alcohol or drug abusers, shall be effective and coordinated;

(3)

To the greatest extent possible, mental health and developmental disabilities services shall be delivered in the community where the person lives in order to achieve maximum coordination of services and minimum disruption in the life of the person; and

(4)

The State of Oregon shall encourage, aid and financially assist its county governments in the establishment and development of community mental health programs or community developmental disabilities programs, including but not limited to, treatment and rehabilitation services for persons with mental or emotional disturbances, developmental disabilities, alcoholism or drug dependence, and persons who are alcohol or drug abusers, and prevention of these problems through county administered community mental health programs or community developmental disabilities programs. [1961 c.706 §36; 1973 c.639 §1; 1981 c.750 §1; 2001 c.900 §140; 2007 c.70 §228; 2009 c.595 §506; 2011 c.720 §170]

430.620 Establishment of community mental health and developmental

disabilities programs by one or more counties. (1) The county court or board of county commissioners, or its representatives designated by it for the purpose, of any county, on behalf of the county, may:

(a) In conformity with the rules of the Department of Human Services, establish and operate, or contract with a public agency or private corporation for, a community developmental disabilities program.

(b) In conformity with the rules of the Oregon Health Authority, establish and operate, or contract with a public agency or private corporation for, a community mental health program.

(c) Cooperate, coordinate or act jointly with any other county or counties or any appropriate officer or agency of such counties in establishing and operating or contracting for a community mental health program or community developmental disabilities program to service all such counties in conformity with the regulations of the department or the authority.

(d) Expend county moneys for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(e) Accept and use or expend property or moneys from any public or private source made available for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(2) All officers and agencies of a county, upon request, shall cooperate insofar as possible with the county court or board of county commissioners, or its designated representatives, in conducting programs and carrying on and coordinating activities under subsection (1) of this section. [1961 c.706 §39; 1973 c.639 §2; 1981 c.750 §2; 1989 c.116 §10; 2009 c.595 §507]

430.625 [1989 c.777 §2; 2005 c.691 §1; 2007 c.70 §229; renumbered 430.631 in 2011]

(Mental Health Programs)

430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan. (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:

(a) Outpatient services;

(b) Aftercare for persons released from hospitals;

(c) Training, case and program consultation and education for community agencies, related professions and the public;

(d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; and

(e) Age-appropriate treatment options for older adults.

(2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:

(a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;

(b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;

(c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;

(d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;

(e) Inpatient treatment in community hospitals; and

(f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.

(3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:

(a) Screening and evaluation to determine the client's service needs;

(b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;

(c) Vocational and social services that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;

(d) Continuity of care to link the client to housing and appropriate and available health and social service needs;

(e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;

(f) Residential services;

(g) Medication monitoring;

(h) Individual, family and group counseling and therapy;

(i) Public education and information;

(j) Prevention of mental or emotional disturbances and promotion of mental health;

(k) Consultation with other community agencies;

(L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children.

As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;

(B) "Early intervention services" for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; and

(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;

(B) "Early intervention services" for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:

(a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, "resident" means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.

(b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 or 426.220, except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.

(c) Payment is made for the first 60 consecutive days of hospitalization.

(d) The hospital has collected all available patient payments and third-party reimbursements.

(e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a representative of the program approves voluntary or involuntary admissions to the hospital prior to admission.

(5) Subject to the review and approval of the Oregon Health Authority, a mental health program may initiate additional services after the services defined in this section are provided.

(6) Each community mental health program and the state hospital serving the program's geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

(8) A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that

persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.

(9)(a) As used in this subsection, "local mental health authority" means one of the following entities:

(A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;

(B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or

(C) A regional local mental health authority comprising two or more boards of county commissioners.

(b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The local mental health authority shall review and revise the local plan biennially. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan.

(c) The local plan shall identify ways to:

(A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;

(B) Maximize resources for consumers and minimize administrative expenses;

(C) Provide supported employment and other vocational opportunities for consumers;

(D) Determine the most appropriate service provider among a range of qualified providers;

(E) Ensure that appropriate mental health referrals are made;

(F) Address local housing needs for persons with mental health disorders;

(G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;

(H) Provide peer support services, including but not limited to drop-in centers and paid peer support;

(I) Provide transportation supports; and

(J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.

(d) When developing a local plan, a local mental health authority shall:

(A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;

(B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;

(C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;

- (D) Conduct a population based needs assessment to determine the types of services needed locally;
 - (E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;
 - (F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;
 - (G) Ensure that the local plan coordinates planning, funding and services with:
 - (i) The educational needs of children, adults and older adults;
 - (ii) Providers of social supports, including but not limited to housing, employment, transportation and education; and
 - (iii) Providers of physical health and medical services;
 - (H) Describe how funds, other than state resources, may be used to support and implement the local plan;
 - (I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; and
 - (J) Involve the local mental health advisory committees described in subsection (7) of this section.
- (e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:
- (A) Twenty-four-hour crisis services;
 - (B) Secure and non-secure extended psychiatric care;
 - (C) Secure and non-secure acute psychiatric care;
 - (D) Twenty-four-hour supervised structured treatment;
 - (E) Psychiatric day treatment;
 - (F) Treatments that maximize client independence;
 - (G) Family and peer support and self-help services;
 - (H) Support services;
 - (I) Prevention and early intervention services;
 - (J) Transition assistance between levels of care;
 - (K) Dual diagnosis services;
 - (L) Access to placement in state-funded psychiatric hospital beds;
 - (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
 - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- (f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:
- (A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;
 - (B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;

(C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;

(D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and

(E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.

(g) Services described in the local plan shall:

(A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;

(B) Be provided to children, older adults and families as close to their homes as possible;

(C) Be culturally appropriate and competent;

(D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

(E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;

(F) Ensure consumer choice among a range of qualified providers in the community;

(G) Be distributed geographically;

(H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;

(I) Maximize early identification and early intervention;

(J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;

(K) Be based on the ability of a client to pay;

(L) Be delivered collaboratively;

(M) Use age-appropriate, research-based quality indicators;

(N) Use best-practice innovations; and

(O) Be delivered using a community-based, multisystem approach.

(h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and biennial revisions adopted under paragraph (b) of this subsection at time intervals established by the authority.

(i) Each local commission on children and families shall reference the local plan for the delivery of mental health services in the local coordinated comprehensive plan created pursuant to ORS 417.775. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172]

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT B

431.447 Public health advisory boards.

The governing body of a local public health authority may appoint a public health advisory board for terms of four years, with terms expiring on February 1, except that the first appointments made under this section shall be for terms of one, two, three or four years, as designated by the governing body. The advisory board shall meet regularly to advise the governing body of the local public health authority on matters of public health. The advisory board shall consist of:

- (1) Persons licensed by this state as health care practitioners.
- (2) Persons who are well informed on public health matters. [Formerly 431.412]

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT C

Coordinated Care Organization Contract:

Exhibit M (12) Community Mental Health Program:

a. Contractor shall enter into a written agreement with the Local Mental Health Authority in Contractor's Service Area by January 1, 2020 in accordance with ORS 414.153. The agreement shall include, without limitation, all of the terms and conditions set forth in ORS 414.153(4) and shall require Contractor:

(1) To coordinate and collaborate on the development of the Community Health Improvement Plan with the local CMHP for the delivery of mental health services in accordance with ORS 430.630.

(2) To develop a Comprehensive Behavioral Health plan for Contractor's Service Area in collaboration with the Local Mental Health Authority and other Community partners (e.g., education/schools, Hospitals, corrections, police, first responders, Child Welfare, DHS, public health, families, housing authorities, housing providers, courts).
Such plan must comply with ORS 430.630(9)(b)

(a) Contractor shall provide OHA, via Administrative Notice, with its CBH Plan for review and approval on January 2, 2021. In the event OHA determines that Contractor's CBH Plan does not comply with ORS 430.630(9) (b) and this Contract, Contractor shall follow the process set forth in Sec. 5 of Ex. D.

(b) Contractor shall update its CBH Plan upon request. All such revised CBH Plans will be subject to review and approval by OHA in accordance with SubPara. (2)(a) above of this Para. a, Sec. 12, Ex. M of this Contract.

**Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union,
Sherman, Wallowa, and Wheeler Counties and Eastern Oregon Coordinated
Care Organization (EOCCO) Memorandum of Understanding**

January 1, 2020

Purpose:

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative network of behavioral and public health services for the residents of Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties that will jointly serve the healthcare needs of residents. Local Mental Health Authorities (LMHA) and Local Public Health Authorities (LPHA) deliver essential “safety net” services and provide community health infrastructure that supports people regardless of healthcare coverage and must be sustained.

All parties subject to this MOU understand Oregon’s Health Transformation requires shared leadership, accountability and responsibility for community health and safety for all people residing in Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties. The parties understand that resources dedicated to healthcare, social and public safety net services work interdependently. Our coordinated, collective and efficient application of these resources improves service to communities, protects the infrastructure for emergency services and protects against cost shifts potentially created by the shift in service/payment application.

The initial term of this MOU shall be five (5) years with a stipulated public review and approval of the respective entities’ good faith efforts toward assurance of quality behavioral and public health services to the residents of the respective Counties involved.

Parties to this MOU intend to ensure access to a full continuum of healthcare, including public health and behavioral health, building upon the strengths of public and private systems. The LMHA has statutory responsibility under ORS 430.620 to operate a Community Mental Health Program (CMHP), duties which are defined in ORS 430.630. The local public health authority has statutory responsibility under ORS 431.412 to provide public health services within a region or county. ORS 414.153 and Exhibit M (12) of the Coordinated Care Organization Contract directs that there be a written agreement between each coordinated care organization and the local health authorities in the area served by the coordinated care organization and further defines role(s) of local authorities and the recognition of the shared responsibility of the CCO and the local authorities for the full continuum of healthcare services for the area/region served by the CCO.

The mutual goal of this MOU is to coordinate services and efforts meeting the health needs of CCO members and the community, maintain mental health, addictions and public health safety nets, and achieve the improved health outcomes envisioned by the "Triple Aim". In order to achieve these goals, the parties to this MOU desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

EOCCO and Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Umatilla, Union, Sherman, Wallowa, and Wheeler Counties jointly agree to the following activities with respect to the health needs of members of the CCO and Counties based on the specific requirements contained in the EOCCO contract with the Oregon Health Authority as they impact County functions:

1. Collectively analyze possible impacts of funding models and shifts on public health; mental health; addictions; primary care; local law enforcement and community corrections; and long-term care programs and services, designing payment mechanisms to assure critical services are not lost or made less effective.
2. As needed, jointly adopt a plan to finance and maintain the public health and behavioral health safety net, including community crisis services, involuntary commitment services, and withdrawal management services ensuring the continuum of care, and transition services within and between health and public safety systems and all levels of care.
3. As needed, jointly adopt a plan to finance and maintain efficient and effective management of LMHA responsibilities including, but not limited to:
 - a. Management of children and adults at risk of entering/transitioning from Oregon State Hospital (OSH) or residential mental health or addictions care.
 - b. Care coordination of residential services for children and adults.
 - c. Management of the mental health crisis system, including effective coordination and communication regarding involuntary commitment processes, including roles and responsibilities of the LMHA, CMHP and EOCCO; coordination with circuit courts; coordination with inpatient psychiatric facilities and non-inpatient facilities; and Oregon State Hospital.
 - d. Management of a variety of community-based specialized services including supported housing, supported employment and education, ACT and EASA.
 - e. Management of specialized services to reduce recidivism in the criminal justice system.
4. As needed, jointly adopt a plan to pay for point of contact services per the following:
 - a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
 - b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services and maternity case

management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).

- c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, well-child care, prenatal care, school-based clinics, health services for children in schools, and screening services for early detection of health care problems among low- income women and children, migrant workers and other special population groups.
5. Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, juvenile justice, community corrections or emergency rooms.
6. Work together to develop and promote person-centered systems of healthcare.
7. Work collaboratively with each County to jointly develop an active, effective Community Advisory Council, providing broad community input on the operations and performance of EOCCO. Provide staffing support to ensure the regional Community Advisory Council has the resources to provide meaningful local input to the CCO governing board.
8. Coordinate and cooperate to complete a Community Health Assessment (CHA) and facilitate the development of a Community Health Improvement Plan to identify community needs and focus areas for EOCCO, in coordination with other local health planning efforts (Community Health Improvement Plans, County Mental Health & Addictions Biennial Implementation Plans, and County Public Health Annual Plans).
9. Develop agreed upon outcomes to monitor and improve the performance of this coordinated system of CCO and County services.

The Counties may:

1. Advise EOCCO on issues related to specific behavioral health system concerns, including safety net services; a single point of contact with knowledge of the system's capacity to meet both crisis and civil commitment services requirements ; transitions in and out of mental health and addictions residential services; withdrawal management; Oregon State Hospital (OSH) services; care coordination of residential behavioral health services; management of specific community-based services; and specialized services to reduce recidivism in the criminal justice system.
2. Advise EOCCO on issues related to children's system of care issues, including transitions in and out of psychiatric residential or state hospital level of care services, Wraparound care coordination, foster care placement stability, targeted school-based intervention, early

childhood services and diversion from the juvenile justice system.

3. Advise EOCCO on issues related to public health services, health policy and community health promotion.
4. Provide public health services, such as immunizations, family planning, infectious and sexually transmitted disease, and maternal child health services, and will receive payment for those as appropriate through EOCCO. Services requiring special confidentiality processes for client services or payment of these services will continue to be delivered in accord with applicable statutes, rules, and/or contracts. Additionally, the County will coordinate with EOCCO on important system issues that impact the health of the whole population such as prenatal care, tobacco prevention, alcohol and drug prevention, and chronic disease prevention.
5. Help define and assure a system of care including developing multidisciplinary teams and cross-system care coordination, maintaining and improving relationships that counties have with schools, developmental disabilities programs, juvenile justice, community corrections and law enforcement, housing authorities, the Department of Human Services (DHS), residential and foster care providers and other community stakeholders.
6. FQHCs provide to EOCCO members mental health services, substance use disorder (SUD) services, primary care, and prenatal services through the following Federally Qualified Health Centers: Asher Clinic (Wheeler), Columbia River Health Center (Morrow), Marisol Clinic (Umatilla), Winding Waters (Wallowa), and Valley Family Health Centers (Malheur). This promotes significant access to integrated care in a patient centered primary care medical home for EOCCO members, and also provides a way to support a strong safety net option for others in the community.
7. Provide access to health metrics data in support of the CCO's role in assessing and assuring the health of the community by creating and implementing local policies that focus on the issues causing disease and reduced quality of life.

EOCCO may:

1. Maintain or enhance existing level of support for mental health and SUD treatment services for OHP members, including intensive services for high-risk populations (Corrections, mental health and drug courts, withdrawal management, high medical needs, co-occurring mental health and substance use disorders).

2. Work with counties to understand, support and sustain their responsibilities as the LMHA and LPHA assuring activities necessary for the preservation of health or prevention of disease, including the concept that specific members may receive public health services for family planning or sexually transmitted disease requiring special confidentiality processes for billing/payments procedures; ensuring access to specialty services for individuals and families with complex mental health and SUD (wrap-around services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional and state systems coordination with OSH and the Psychiatric Security Review Board (PSRB), corrections and criminal justice, housing, child welfare, seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, a single point of contact for involuntary psychiatric care/civil commitment investigation and support that facilitates clinical decision making and coordination between LMHA, CMHP, circuit court, hospitals, etc, residential treatment facilities siting and planning, emergency response planning, etc.
3. Work to ensure that members receiving services from extended or long-term psychiatric care programs (e.g., Secure Residential Treatment Facilities, OSH, Psychiatric Residential Treatment Services) receive follow-up services as medically appropriate to ensure discharge within five working days of receiving notification of discharge readiness.
4. Coordinate with Community Emergency Service Agencies (e.g., police, courts and juvenile justice, corrections, and the LMHAs and CMHPs) to promote an appropriate response to members experiencing a behavioral health crisis.
5. Provide access to health metrics data in support of the public health role of assessing and assuring community health by creating and implementing local policies focused on the issues causing disease and reduced quality of life.
6. Being sensitive to public partners and the intent to be open in communications with the community, strive to achieve open, transparent governance in alignment with the values of the Health Transformation and State leadership's clear intent of inclusion and transparency to garner and build the trust of the communities served. Transparency is intended to include information sharing regarding local governance and performance of EOCCO.
7. Work with counties to evaluate feasibility of cost-sharing for services currently provided by counties to OHP members utilizing non-OHP funds (for example, depending on county, transportation assistance to access services, supportive housing for people with serious and persistent mental illness, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, mental health and/or drug courts, HIV testing, and recovery coaching).

Term of this MOU:

This MOU shall be effective on January 1, 2020, and will expire on December 31, 2025 (the "Initial Term"). This agreement shall be reviewed annually by all parties. Unless the parties agree otherwise, this agreement will renew for successive five year terms, upon the expiration of the initial term, and any subsequent five year term, provided however that EOCCO may terminate this agreement upon 30 days notice at any time should the County not agree to a proposed amendment that is presented to comply with regulatory requirements.

Implementing this collaborative network of complex systems will be challenging. It is understood that during the term of this MOU many details regarding the partnership and funding mechanisms will be designed or evolve, requiring this MOU to be reviewed in a public meeting, updated and renewed annually prior to the respective fiscal year. It is the intent of the County and EOCCO that this MOU be modified as jointly agreed upon and extended beyond the expiration date.

Nothing in this MOU limits the ability of EOCCO to contract with other public or private providers for public health or behavioral health services.

Signatures and Contacts:

EOCCO:


Karen Wheeler GOBHI CEO/EOCCO Board Member
Print Name Print Title

 8/31/2020
Authorized Signature Date

The designated contact person is:

John Shafer
First Name Last Name

john.shafer@umatilla-county.net 541-278-6203
E-mail Address Phone

 7-15-2020
Authorized Signature Date

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT A

430.620 Establishment of community mental health and developmental disabilities programs by one or more counties. (1) The county court or board of county commissioners, or its representatives designated by it for the purpose, of any county, on behalf of the county, may:

(a) In conformity with the rules of the Department of Human Services, establish and operate, or contract with a public agency or private corporation for, a community developmental disabilities program.

(b) In conformity with the rules of the Oregon Health Authority, establish and operate, or contract with a public agency or private corporation for, a community mental health program.

(c) Cooperate, coordinate or act jointly with any other county or counties or any appropriate officer or agency of such counties in establishing and operating or contracting for a community mental health program or community developmental disabilities program to service all such counties in conformity with the regulations of the department or the authority.

(d) Expend county moneys for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(e) Accept and use or expend property or moneys from any public or private source made available for the purposes referred to in paragraph (a), (b) or (c) of this subsection.

(2) All officers and agencies of a county, upon request, shall cooperate insofar as possible with the county court or board of county commissioners, or its designated representatives, in conducting programs and carrying on and coordinating activities under subsection (1) of this section. [1961 c.706 §39; 1973 c.639 §2; 1981 c.750 §2; 1989 c.116 §10; 2009 c.595 §507]

430.625 [1989 c.777 §2; 2005 c.691 §1; 2007 c.70 §229; renumbered 430.631 in 2011]

(Mental Health Programs)

430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan. (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:

(a) Outpatient services;

(b) Aftercare for persons released from hospitals;

(c) Training, case and program consultation and education for community agencies, related professions and the public;

(d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; and

(e) Age-appropriate treatment options for older adults.

(2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:

(a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;

(b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;

(c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;

(d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;

(e) Inpatient treatment in community hospitals; and

(f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.

(3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:

(a) Screening and evaluation to determine the client's service needs;

(b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;

(c) Vocational and social services that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;

(d) Continuity of care to link the client to housing and appropriate and available health and social service needs;

(e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;

(f) Residential services;

(g) Medication monitoring;

(h) Individual, family and group counseling and therapy;

(i) Public education and information;

(j) Prevention of mental or emotional disturbances and promotion of mental health;

(k) Consultation with other community agencies;

(L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness

in reducing the incidence of emotional, behavioral and cognitive disorders in children. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;

(B) "Early intervention services" for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; and

(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;

(B) "Early intervention services" for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:

(a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, "resident" means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.

(b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 or 426.220, except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.

(c) Payment is made for the first 60 consecutive days of hospitalization.

(d) The hospital has collected all available patient payments and third-party reimbursements.

(e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a

representative of the program approves voluntary or involuntary admissions to the hospital prior to admission.

(5) Subject to the review and approval of the Oregon Health Authority, a mental health program may initiate additional services after the services defined in this section are provided.

(6) Each community mental health program and the state hospital serving the program's geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

(8) A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.

(9)(a) As used in this subsection, "local mental health authority" means one of the following entities:

(A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;

(B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or

(C) A regional local mental health authority comprising two or more boards of county commissioners.

(b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The local mental health authority shall review and revise the local plan biennially. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan.

(c) The local plan shall identify ways to:

(A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;

(B) Maximize resources for consumers and minimize administrative expenses;

(C) Provide supported employment and other vocational opportunities for consumers;

(D) Determine the most appropriate service provider among a range of qualified providers;

(E) Ensure that appropriate mental health referrals are made;

(F) Address local housing needs for persons with mental health disorders;

(G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;

(H) Provide peer support services, including but not limited to drop-in centers and paid peer support;

(I) Provide transportation supports; and

(J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.

(d) When developing a local plan, a local mental health authority shall:

(A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;

(B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;

(C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;

(D) Conduct a population based needs assessment to determine the types of services needed locally;

(E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;

(F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;

(G) Ensure that the local plan coordinates planning, funding and services with:

(i) The educational needs of children, adults and older adults;

(ii) Providers of social supports, including but not limited to housing, employment, transportation and education; and

(iii) Providers of physical health and medical services;

(H) Describe how funds, other than state resources, may be used to support and implement the local plan;

(I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; and

(J) Involve the local mental health advisory committees described in subsection (7) of this section.

(e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:

(A) Twenty-four-hour crisis services;

(B) Secure and non-secure extended psychiatric care;

(C) Secure and non-secure acute psychiatric care;

(D) Twenty-four-hour supervised structured treatment;

(E) Psychiatric day treatment;

(F) Treatments that maximize client independence;

(G) Family and peer support and self-help services;

(H) Support services;

- (I) Prevention and early intervention services;
- (J) Transition assistance between levels of care;
- (K) Dual diagnosis services;
- (L) Access to placement in state-funded psychiatric hospital beds;
- (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
- (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.

(f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:

(A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;

(B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;

(C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;

(D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and

(E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.

(g) Services described in the local plan shall:

(A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;

(B) Be provided to children, older adults and families as close to their homes as possible;

(C) Be culturally appropriate and competent;

(D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

(E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;

(F) Ensure consumer choice among a range of qualified providers in the community;

(G) Be distributed geographically;

(H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;

(I) Maximize early identification and early intervention;

(J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;

(K) Be based on the ability of a client to pay;

(L) Be delivered collaboratively;

(M) Use age-appropriate, research-based quality indicators;

(N) Use best-practice innovations; and

(O) Be delivered using a community-based, multisystem approach.

(h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and biennial revisions adopted under paragraph (b) of this subsection at time intervals established by the authority.

(i) Each local commission on children and families shall reference the local plan for the delivery of mental health services in the local coordinated comprehensive plan created pursuant to ORS 417.775. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172]

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT B

431.410 Boards of health for counties. The governing body of each county shall constitute a board of health ex officio for each county of the state and may appoint a public health advisory board as provided in ORS 431.412 (5) to advise the governing body on matters of public health. [Amended by 1953 c.189 §3; 1961 c.610 §2; 1973 c.829 §20a]

431.412 County board of health; formation; composition; advisory board. (1) The governing body of any county shall establish a county board of health, when authorized to do so by a majority of electors of the county at any general or special election, and may, if such authorization is made, establish a public health advisory board as provided in subsection (5) of this section.

(2) The county board of health shall consist of:

(a) One member of the county governing body selected by the body.

(b) One member of a common school district board having jurisdiction over the entire county or of the education service district board who resides in the county and is selected by the education service district board, or the designee of that member.

(c) One physician who has been licensed to practice medicine in this state by the Oregon Medical Board.

(d) One dentist who has been licensed to practice dentistry in this state by the Oregon Board of Dentistry.

(e) Three other members.

(3) The members referred to in subsection (2)(c) to (e) of this section shall be appointed by the members serving under subsection (2)(a) and (b) of this section. The term of office of each of such appointed members shall be four years, terms to expire annually on February 1. The first appointments shall be for terms of one, two, three or four years, as designated by the appointing members of the board.

(4) Whenever a county board of health is created under this section, such board shall be in lieu of the board provided for in ORS 431.410.

(5) The governing body of the county may, as provided in subsection (1) of this section, appoint a public health advisory board for terms of four years, the terms to expire annually on February 1. The first appointments shall be for terms of one, two, three or four years as designated by the governing body. The advisory board shall meet regularly to advise the county board of health on matters of public health. The advisory board shall consist of:

(a) Persons licensed by this state as health care practitioners.

(b) Persons who are well informed on public health matters. [Formerly 431.470; 1963 c.544 §49; 1977 c.582 §25; 1981 c.127 §1; 1987 c.618 §2; 1991 c.167 §26; 2003 c.226 §22]

Coordinated Care Organization Memorandum of Understanding

ATTACHMENT C

Coordinated Care Organization Contract:

Exhibit M (12) Community Mental Health Program:

a. Contractor shall enter into a written agreement with the Local Mental Health Authority in Contractor's Service Area by January 1, 2020 in accordance with ORS 414.153. The agreement shall include, without limitation, all of the terms and conditions set forth in ORS 414.153(4) and shall require Contractor:

(1) To coordinate and collaborate on the development of the Community Health Improvement Plan with the local CMHP for the delivery of mental health services in accordance with ORS 430.630.

(2) To develop a Comprehensive Behavioral Health plan for Contractor's Service Area in collaboration with the Local Mental Health Authority and other Community partners (e.g., education/schools, Hospitals, corrections, police, first responders, Child Welfare, DHS, public health, families, housing authorities, housing providers, courts).
Such plan must comply with ORS 430.630(9)(b)

(a) Contractor shall provide OHA, via Administrative Notice, with its CBH Plan for review and approval on January 2, 2021. In the event OHA determines that Contractor's CBH Plan does not comply with ORS 430.630(9) (b) and this Contract, Contractor shall follow the process set forth in Sec. 5 of Ex. D.

(b) Contractor shall update its CBH Plan upon request. All such revised CBH Plans will be subject to review and approval by OHA in accordance with SubPara. (2)(a) above of this Para. a, Sec. 12, Ex. M of this Contract.

ATTACHMENT 10 –LMHA MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Purpose

This Memorandum of Understanding (“Agreement”) is to facilitate advantageous use of the system of public mental health care and services available through local community mental health programs and to insure access to public mental health care. The local mental health authority has a responsibility, under ORS 430.620, to operate a community mental health program. ORS 414.153 directs that there be a written agreement between each coordinated care organization (“CCO”) and the local mental health authority (“LMHA”) in the area served by the coordinated care organization.

This is a non-binding agreement between Eastern Oregon Coordinated Care Organization and Morrow (LMHA). The mutual goal is to coordinate services and efforts to meet the mental health needs of CCO members and the community, maintain the mental health safety net, and achieve improved mental health outcomes. In order to achieve these goals, the parties to this Agreement desire to set forth their respective roles and responsibilities to coordinate care and share accountability.

Now therefore, Eastern Oregon Coordinated Care Organization and Morrow (LMHA) agree to the following activities with respect to the service needs of members of the CCO:

Agreement

1. Describe an authorization and payment method to maintain mental health safety net with respect to CCO members.

The Eastern Oregon Coordinated Care Organization (EOCCO), through its partner Greater Oregon Behavioral Health, Inc. intends to pay for mental health services with a monthly capitation payment using a shared risk model. This continues the same successful payment structure that has been in place for the past fifteen years.

A mental health safety net may include but is not limited to:

Maintenance of 24/7 crisis line, crisis respite services, mobile crisis services, liaison with local law enforcement, sub-acute services, crisis services to the jail, coordination of acute care services and urgent intake.

2. Describe an authorization and payment methodology to maintain effective management of each of the following responsibilities of the LMHAs with respect to CCO members. The description should address the respective roles and responsibilities of the parties for each of the following activities:

As described above, EOCCO will delegate management of the capitated funding and provision of mental health services to its partner Community Mental Health Programs. Local design and adherence to statutory requirements of needed services is the responsibility of the local CMHP working in concert with the LMHA and the local MH&SA Advisory council. EOCCO will provide oversight to ensure compliance with all applicable state and federal requirements.

Responsibilities	May include but is not limited to:
Management of children and adults at risk of entering or transitioning from Oregon State Hospital (OSH) or residential care.	Enhanced care management, community-based supports, referrals to lower level residential services, utilization review of individuals on the state hospital waitlist.
Management of care coordination of residential services and supports for adults and children.	Utilization review, identifying and referral to community-based supports, intensive case management, peer delivered services.
Management of community-based specialized services including but not limited to supported employment and education, early psychosis programs, assertive community treatment or other types of intensive case management programs and home-based services for children.	Support of employment specialists, educational supports, peer delivered services, care coordination services, family supports family navigators.
Management of specialized services to reduce recidivism of individuals with mental illness in the criminal justice system.	Jail diversion services, mental health courts, coordination activities with community justice, juvenile justice, courts and law enforcement.

The intent of this agreement is to provide services to community members in the local community whenever possible and to prevent the unnecessary utilization of more restrictive, intensive levels of care.

Signatures and Contacts:

CCO:
Kevin M. Campbell
 Print Name

 Authorized Signature

CEO
 Print Title

 Date

The designated contact person is:
Kevin
 First Name
Kevin.campbell@goshn.net
 E-mail Address

Campbell
 Last Name
(541) 298-2101
 Phone

LMHA:
Terry Tallman
 Print Name
Terry K. Tallman
 Authorized Signature

Morrow County Commissioner
 Print Title
7/25/12
 Date

The designated contact person is:
Karen Wolff
 First Name
kwofff@co.morrow.or.us
 E-mail Address

Wolff
 Last Name
541-676-5620
 Phone



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

(For BOC Use)
Item #
70

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

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

Date submitted to reviewers: November 8, 2021
Requested Agenda Date: November 10, 2021

Updated Intergovernmental Agreement between Morrow County and City of Boardman to provide building inspection services for Morrow County.

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

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

Reviewed By:
Tamra Mabbott November 8, 2021 Department Director Required for all BOC meetings
[Signature] 11/9/21 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):

City of Boardman has provided Building Official and building inspection services, under an Intergovernmental Agreement (IGA), since 2002. The IGA has not been changed or updated since 2002. The Board asked staff to work with city to update the agreement. For the past several months, county and city staff worked together to identify changes to the IGA. The proposed revised agreement is attached for Board consideration.

2. FISCAL IMPACT:

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

Approve and adopt the revised Intergovernmental Agreement (IGA).

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BOARDMAN FOR
BUILDING DEPARTMENT SERVICES, PLAN REVIEW AND BUILDING
INSPECTIONS**

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 **commercial** electrical inspections.
3. Provide residential electrical inspection services in Morrow County through an IGA with the State.
4. Hire an entry level Building/Mechanical Inspector within two years and as soon as possible. Provide necessary education and training to allow this individual to obtain more advanced Oregon Inspector and Plan Review certifications.
5. Boardman will take all inspection requests, and copies of completed inspection reports will be provided to Morrow County.
6. Inspection service shall be provided within 48 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.
7. 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.
8. Boardman shall maintain records to account for disposition of each permit.

9. Charge fees as established by the Adopted Fee Resolution for Morrow County as calculated per the current State of Oregon permit fee charts.
10. City of Boardman shall retain 50% of permit fees collected and shall pay Morrow County 50% of permit fees collected, 100% of Plan Review Fees shall be retained by Boardman. Commercial Electrical Permit Fees shall be retained by the State of Oregon. Fees collected for Fire, Life & Safety review will be divided per the agreement between Boardman Rural Fire Protection District and the City of Boardman.
11. Use worksheets to detail all revenues, surcharges, fees received and owed for inspections/plan review to the appropriate agencies.
12. Submit to the Morrow County Planning Department a quarterly report including the worksheets described above, a copy of each permit issued, and the County's share of the revenue collected for the quarter. These reports shall be submitted by the 15th of the month following the previous quarter.
13. City of Boardman agrees to use Building Permit Funds in compliance with Oregon Law (ORS Chapter 455).
14. 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.
15. City and County will meet semi-annually to review the program and discuss changes that may need to be implemented.
16. City of Boardman shall consult and coordinate 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.
17. City of Boardman shall secure written agreements for reciprocal service with other agencies and share a copy with Morrow County.
18. City agrees to assist County with updates to the Operating Plan every four years or as required by State of Oregon.
19. City agrees to provide timely notice to Planning Department of any violations.
20. 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).
21. City agrees to adopt and implement the ePermitting system by the end of calendar year 2024 and shall agree to include Morrow County in the program training.

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.
2. Morrow County Planning Department will assist Boardman Building Official, where necessary, in enforcement of violations for development outside city limits.
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).
5. County will update and adopt the building permit fee schedule annually.
6. County will assist public with inquiries about the status of permits, as necessary, and when City staff is not available.

Both parties agree to the following schedule for the above:

Begin: November 15, 2021

End: November 15, 2023 (Automatically extended until officially renewed/canceled.)

C. 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. 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.

D. 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.

E. Termination

1. The Agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days' notice, 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.

F. 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.

G. 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 Morrow County 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 of 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.

CITY OF BOARDMAN

_____ Karen Pettigrew	_____ Title	_____ Date
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MORROW COUNTY BOARD OF COMMISSIONERS

_____ Don Russell, Chair	_____ Date
-----------------------------	---------------

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: November 10, 2021
RE: Monthly Planning Update

Planning Commission Update

In October, Planning Commission approved several applications. During public testimony Commission heard from truck owners who are in support of allowing commercial farm trucks in rural residential areas. In response, staff summarized Code Enforcement data and the large number of pending complaints related to commercial trucks in residential zones. Planning Commission asked staff to look at drafting a code provision that would allow farm trucks under certain circumstances with a Conditional Use Permit. In 2022 staff will present a draft, along with a number of other Zoning Ordinance updates. In the meantime, commercial trucks, trucking operations and truck repair operations are not allowed in a residential zone and are subject to Code Enforcement.

Current Planning Activity September 2021:

- Zoning Permits – 8
- Land Use Compatibility Reviews – 4
- Hardship Dwelling - 1
- Property Line Adjustments – 1
- Land Partitions / Replat - 1
- Rural Addresses – 2
- Subdivision – 1
- Conditional Use Request - 3



Long Range Planning

Transportation System Plan Technical work on the Transit section of the County Transportation System Plan (TSP) was completed with engineers Kittelson & Associates. First hearing for formal adoption of the update will be in January.

Columbia River Heritage Trail

Irrigon High School student intern Anthony Standley has drafted a report on the trail markers for the Heritage Trail. Once complete, the marker and sign inventory will be presented to interested stakeholders. Persons interested in the Heritage Trail are encouraged to contact the Planning Department.

Energy Projects

Planners held a pre-application meeting for another new solar development to be located west of Boardman. Planning Director is providing technical input on legislation proposed by the Community Renewable Energy Association (CREA) that represents counties with renewable energy projects. Status of renewable energy projects in Morrow County can be found here: <https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Code Enforcement

Code Enforcement activity saw an increase in October. Recruitment for the Compliance Planner position will begin soon. The position is a professional track planner position and is an excellent opportunity for anyone interested in a career in Planning. Please contact Human Resources or Planning Director if you have any questions or interest in the position.



Grants Round Up:

Housing Planning Implementation Grant

Staff is working with the consultant and the Cities of Ione, Lexington and Heppner to finalize a Scope of Work for this housing grant from the Department of Land Conservation and Development (DLCD). Community meetings will begin in January. Anyone interested in the topic of housing in the Cities of Ione, Lexington and Heppner are encouraged to contact the County Planning Department. Each of the cities have a need for more housing, however, new housing is constrained by a need for infrastructure such as sewer and water. The focus of the consultant's work will be to identify funding sources for infrastructure and other amenities needed by the cities.

Economic Development Assistance Grants – Coal Communities

Staff provided capacity for a regional Federal Economic Development Association (EDA) grant application. If awarded, the grant would include counties within the Columbia River region including counties in Oregon and Washington. The regional effort was spearheaded by the Regional Development Officers in Oregon. The focus of the grant is to help the region develop agriculture technology. EDA funds have a large set-aside for communities impacted by the closure of coal plants. Two other grant applications are being prepared to submit to the Economic Development Administration (EDA). One is for infrastructure and another would provide funding for flood mitigation at the Heppner Mille Site.

HOUSING: Planning staff are involved with a number of housing initiatives, in addition to the Housing Planning Implementation Grant noted above, including:

- ROCKit! a countywide capacity building effort co-chaired by Commissioners Don Russell and Melissa Lindsay.
- Eastern Oregon University Revitalization and Economic Vitality (REV) Centers Regional Workforce Housing Initiative.
- Regional Housing Needs Assessment (RHNA) a state advisory committee evaluating housing and a report for the Oregon Legislature pursuant to HB 2001 and 2003.

Building Inspection Program

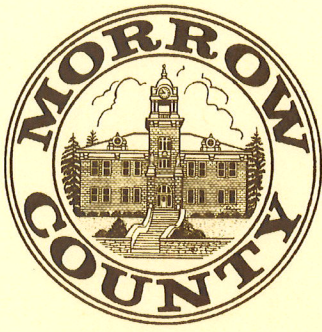
Proposals from cities in the region were contacted to evaluate opportunities to provide service to Morrow County.

Planning Trivia Question of the Month: Will the Planning Department have offices in the new North Morrow Annex Building in Irrigon?

Answers to last month's trivia questions.

Are commercial trucks allowed in the Rural Residential Zones? If yes, is there a limit on the number a landowner may park on a single parcel?

Answer: No, commercial trucks are NOT allowed in rural residential zoned areas. Technically, if a truck (excluding a trailer) is used as personal transportation, a single truck may be allowed per residence.



TREASURER

Jaylene Papineau

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

Date Prepared: October 29, 2021

BOC Agenda Date: November 3, 2021

Subject: Monthly Treasurer Report-September 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	0.55%	0.55%	.00%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- *Effective Wednesday, October 13, 2021 the OSTF rate will change from 0.55% to 0.45%. (I received this information on 10/12/21) 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 September 30th, 2021 is \$361,301.25

September Total Interest: Interest (less fees) was \$12,278.44

September Turnover: Total distributed to Taxing Districts was \$345,454.15

Transfer Requests: I received one Taxing District transfer of funds requests in September

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



Account Statement - Transaction Summary

For the Month Ending **September 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	26,867,353.86
Purchases	1,096,206.84
Redemptions	(937,250.02)
<hr/>	
Closing Balance	\$27,026,310.68
Dividends	12,231.18

Asset Summary		
	September 30, 2021	August 31, 2021
Oregon LGIP	27,026,310.68	26,867,353.86
<hr/>		
Total	\$27,026,310.68	\$26,867,353.86



Account Statement

For the Month Ending **September 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					26,867,353.86
Opening Balance					26,867,353.86
09/01/21	09/01/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	963.60	26,868,317.46
09/01/21	09/01/21	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - August 2021	1.00	(0.30)	26,868,317.16
09/01/21	09/01/21	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - August 2021	1.00	(0.20)	26,868,316.96
09/07/21	09/07/21	OR REVENUE DEPT - ELCTRCCOOP	1.00	586,973.14	27,455,290.10
09/07/21	09/07/21	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	8,249.70	27,463,539.80
09/07/21	09/07/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	2,249.43	27,465,789.23
09/07/21	09/07/21	Redemption - ACH Redemption	1.00	(500,000.00)	26,965,789.23
09/08/21	09/08/21	Redemption - ACH Redemption	1.00	(55.00)	26,965,734.23
09/09/21	09/09/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(16,454.82)	26,949,279.41
09/09/21	09/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(521.99)	26,948,757.42
09/09/21	09/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(449.96)	26,948,307.46
09/09/21	09/09/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(2,538.18)	26,945,769.28
09/09/21	09/09/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(8,684.69)	26,937,084.59
09/09/21	09/09/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(11,461.53)	26,925,623.06
09/09/21	09/09/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(68,641.96)	26,856,981.10
09/09/21	09/09/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(21,841.78)	26,835,139.32
09/09/21	09/09/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(6,491.39)	26,828,647.93
09/10/21	09/10/21	Redemption - ACH Redemption	1.00	(53.22)	26,828,594.71
09/15/21	09/15/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	99,288.10	26,927,882.81



Account Statement

For the Month Ending **September 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
09/16/21	09/16/21	SFMS Fr:Administrative Services, Dept of Coronavirus Relief Fund - #21.019	1.00	82,026.25	27,009,909.06
09/17/21	09/17/21	REV SUSP DEPOSIT - STRATEGIC	1.00	152,034.01	27,161,943.07
09/17/21	09/17/21	ODOT - ODOT PYMNT	1.00	121,408.59	27,283,351.66
09/20/21	09/20/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	771.43	27,284,123.09
09/20/21	09/20/21	Redemption - ACH Redemption	1.00	(55.00)	27,284,068.09
09/21/21	09/21/21	ODOT - ODOT PYMNT	1.00	27,049.43	27,311,117.52
09/28/21	09/28/21	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	2,961.98	27,314,079.50
09/29/21	09/29/21	Redemption - ACH Redemption	1.00	(300,000.00)	27,014,079.50
09/30/21	10/01/21	Accrual Income Div Reinvestment - Distributions	1.00	12,231.18	27,026,310.68

Closing Balance **27,026,310.68**

	Month of September	Fiscal YTD July-September		
Opening Balance	26,867,353.86	31,847,095.63	Closing Balance	27,026,310.68
Purchases	1,096,206.84	2,117,134.61	Average Monthly Balance	27,057,241.80
Redemptions	(937,250.02)	(6,937,919.56)	Monthly Distribution Yield	0.55%
Closing Balance	27,026,310.68	27,026,310.68		
Dividends	12,231.18	39,936.98		

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: SEPTEMBER 30TH, 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	8,714,376.40 (	361,142.05)	8,353,234.35
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,258.71	7.98	17,266.69
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	337,534.80	156.10	337,690.90
202-100-1-10-1500		ROAD FC W/TREASURER	2,554,213.20 (	639,330.40)	1,914,882.80
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	1,503,271.36	40,702.21	1,543,973.57
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	122,357.29 (	35,546.07)	86,811.22
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,451.67 (	202.71)	37,248.96
207-100-1-10-1500		911 FC W/TREASURER	467,164.34 (	22,001.32)	445,163.02
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	262,901.28	1,651.40	264,552.68
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	1,294,315.84	158,038.92	1,452,354.76
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	233.72	180,880.44	181,114.16
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	22.90	14,430.14	14,453.04
214-100-1-10-1500		FAIR FC W/TREASURER	289,684.87 (	28,433.21)	261,251.66
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	66,769.41	30.88	66,800.29
216-100-1-10-1500		STF FC W/TREASURER	632,565.36 (	12,720.07)	619,845.29
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	19,299.36	19,501.54	38,800.90
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	21,437.80 (	117.75)	21,320.05
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	19,982.72	9.24	19,991.96
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	33,507.11 (	7,971.32)	25,535.79
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	45,998.12	22.69	46,020.81
223-100-1-10-1500		CAMI GRANT FC W/TREAS	50,103.38 (	502.06)	49,601.32
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	20,808.66	9.62	20,818.28
225-100-1-10-1500		STF VEHICLE FC W/TREAS	117,747.09	54.46	117,801.55
226-100-1-10-1500		FAIR ROOF FC W/TREAS	24,925.19	11.53	24,936.72
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	2,831,336.58 (	535,599.90)	2,295,736.68
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	22,208.33 (	458.07)	21,750.26
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,847.98	11.95	25,859.93
230-100-1-10-1500		RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	69,353.24 (	3,894.58)	65,458.66
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	22,236.82 (	396.33)	21,840.49
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,679.65	13.73	29,693.38
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	21,220.36	9.81	21,230.17
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,140,283.79	448.41	1,140,732.20
238-100-1-10-1500		PARK FC W/TREAS	238,503.31	30,346.10	268,849.41
240-100-1-10-1500		EQUITY FC W/TREAS	296,433.90 (	78,173.77)	218,260.13
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	1,100,457.86	508.95	1,100,966.81
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	874.41	0.40	874.81
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	81,898.74	37.88	81,936.62
322-100-1-10-1500		COURT SECURITY FC W/TREAS	82,273.44	984.08	83,257.52
500-100-1-10-1500		ECHO WINDS FC W/TREAS	17,727.95	9.86	17,737.81
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	11,384.64	9.38	11,394.02
502-100-1-10-1500		MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	182,321.40 (	10,959.97)	171,361.43
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	350,508.40 (	35,912.50)	314,595.90
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,879.02	402.11	2,281.13

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		521.99 (	445.25)	76.74
516-100-1-10-1500	RADIO DIST FC W/TREAS		3,180.89	2,941.32	6,122.21
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		449.96 (	383.49)	66.47
521-100-1-10-1500	PGE CARTY FC W/TREAS		51,991.08	47.32	52,038.40
522-100-1-10-1500	SHERIFF RES FUND/TREAS		14,725.56	1.81	14,727.37
540-100-1-10-1500	RESILIENCY FUND W/TREAS		21,509.25	1,201,278.25	1,222,787.50
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		16,925.88	22,294.75	39,220.63
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		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		4,040.51 (	3,577.12)	463.39
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		2,111.55 (	1,872.01)	239.54
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		18,021.71	23.22	18,044.93
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		53.22 (	47.07)	6.15
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,625.24	3.20	3,628.44
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		1,573.97	1,758.42	3,332.39
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		17,801.27 (	15,556.49)	2,244.78
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		3,777.53 (	3,316.30)	461.23
633-100-1-10-1500	CITY OF IONE FC W/TREAS		599.26 (	525.50)	73.76
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,851.08 (	1,620.44)	230.64
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		355.52 (	313.87)	41.65
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		10,298.30	17,407.37	27,705.67
637-100-1-10-1500	FUND CASH WITH TREASURER		0.00	0.00	0.00
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		575.57 (	504.14)	71.43
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,078.67 (	942.58)	136.09
640-100-1-10-1500	IONE RFPD FC W/TREAS		726,869.70 (	5,499.48)	721,370.22
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		1.24	0.13	1.37
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		240.44 (	206.09)	34.35
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		483.91 (	424.20)	59.71
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		516.15	2.57	518.72
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		204.40 (	178.93)	25.47
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,428.76	659.48	2,088.24
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		2,538.18 (	2,175.65)	362.53
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		812.20 (	710.93)	101.27
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		6,491.39 (	5,606.30)	885.09
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		589,917.22	18,340.19	608,257.41
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		91.32 (	80.17)	11.15
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		68,408.24 (	59,383.42)	9,024.82
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		209,018.19	3,420.01	212,438.20
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		11,461.53	11,000.07	22,461.60
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.48	0.01	14.49
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		12,308.44 (	9,449.19)	2,859.25
659-100-1-10-1500	BMCC B & I FC W/TREASURER		4,146.38 (	3,187.62)	958.76
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,940.92	5,910.08	9,851.00
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		431.44 (	27.91)	403.53
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		4,039.72	4,650.20	8,689.92

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	1,800.87 (	1,587.36)	213.51
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	381,622.40	176.49	381,798.89
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,012.32	5.09	11,017.41
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	1,847.29	0.85	1,848.14
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	233,123.40	13,772.86	246,896.26
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	1,161.26	0.54	1,161.80
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	269,621.77	124.70	269,746.47
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	50,413.32	5,138.43	55,551.75
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	20.50	2.12	22.62
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,273,585.16	589.01	1,274,174.17
685-100-1-10-1500		STATE HOUSING FC W/TREAS	22,216.34	10,092.34	32,308.68
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,184.89	50.96	110,235.85
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	6,782.77	1,694.10	8,476.87
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	334.49 (	298.66)	35.83
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	473.82 (	422.39)	51.43
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 (	0.01) (	0.01)
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			27,432,520.91 (	122,028.95)	27,310,491.96

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	543,450.53 (	280,987.36)	262,463.17
999-100-1-10-1502		PAYROLL BEO	11,735.73	1.59	11,737.32
999-100-1-10-1503		STATE TREASURY POOL	26,867,353.86	158,956.82	27,026,310.68
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			27,422,640.32 (	122,028.95)	27,300,611.37

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH			27,422,640.32 (122,028.95)	27,300,611.37
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2021-22 Property Tax

Prepared by Mike Gorman, Morrow County Assessor/Tax Collector

2020-21 Values

- ▶ Taxable Value - \$2,935,993,200
- ▶ Market Value - \$8,128,742,745

- ▶ Exemptions (SIP and EZ)
 - ▶ SIP - \$1,230,491,995
 - ▶ EZ - \$3,733,011,190

(Taxable and Market values are rounded)

2020-21 Tax Amounts

- ▶ Total Certified Property Taxes to Collect - \$43,706,960
 - ▶ Morrow County's Portion - \$11,901,040

▶ (Property Tax Amounts Rounded)

Previous Year Value and Tax Amounts 2020-21

- ▶ Taxable Value - \$2,752,050,000
 - ▶ An increase of \$180,000,000
 - ▶ Which is mostly due to expiring exemptions.
 - ▶ Residential, commercial and industrial new construction along with the statutory 3% increase in assessed value does contribute, just not to the level of Amazon's expired EZ exemptions.
- ▶ Market Value - \$6,414,500,000
 - ▶ An Increase of \$1.7 Billion.
- ▶ Certified Tax - \$41,580,000
 - ▶ An Increase of \$2.12 Million.

2021 SIP Properties

Willow Creek Energy

- ▶ 2021 SIP Payment - \$102,850.51
 - ▶ The County's portion of the payment is \$27,379.70
- ▶ Exempt Tax Amount - \$411,402.03
- ▶ We share this project with Gilliam County
 - ▶ 37.5% allocated to Gilliam and 62.5% allocated to Morrow
 - ▶ This agreement included a \$40,000/year School Grant Payment for the first 5 years. (\$200,000)
 - ▶ This project only has 2 years left on its exemption.

2021 SIP Properties

Echo Winds

- ▶ 2021 SIP Payment - \$84,263.74
 - ▶ The County's portion of the payment is \$53,314.11 and does not share in a portion of the CSF.
- ▶ Exempt Tax Amount - \$123,798.52
- ▶ We share this project with Umatilla County
 - ▶ 50% allocated to Umatilla and 50% allocated to Morrow
 - ▶ This agreement included a \$80,000/year Local Improvement Payment for the first 5 years. (\$400,000)
 - ▶ This project only has 2 years left.

2021 SIP Properties

Shepard Flats

- ▶ 2021 SIP Payment - \$1,533,809.46
 - ▶ Community Service Fee of \$500,000 and Additional Amount of \$1,033,809.46
 - ▶ The County's portion of the CSF is \$129,599.70 and receives all of the additional amount.
- ▶ Exempt Tax Amount - \$3,332,194.63
- ▶ Payment of \$21,500 to CREA comes out of County's portion.
- ▶ This project has 5 years remaining.

2021 SIP Properties

PGE Carty Co-Gen Plant

- ▶ 2021 SIP Payment - \$2,395,330.00
 - ▶ Community Service Fee of \$500,000.00 and an additional amount of \$1,895,330.00
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$5,878,363.28

PGE SIP Payment Schedule

<u>Year</u>	<u>Total SIP PMT</u>
2017	\$2,075,211
2018	\$2,147,194
2019	\$2,224,294
2020	\$2,306,877
2021	\$2,395,330
2022	\$2,170,073
2023	\$2,271,553
2024	\$2,380,247
2025	\$2,496,669
2026	\$2,421,369
2027	\$2,554,936
2028	\$2,697,999
2029	\$2,851,233
2030	\$3,015,363
2031	\$3,191,162

2021 SIP Properties

Wheatridge Wind PGE Portion

- ▶ 2021 SIP Payment - \$694,721.31
 - ▶ Community Service Fee of \$165,000.00 and an additional amount of \$529,721.31
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$1,812,825.56

2021 SIP Properties

Wheatridge Wind NextEra Portion

- ▶ 2021 SIP Payment - \$1,378,998.68
 - ▶ Community Service Fee of \$335,000.00 and an additional amount of \$1,043,998.68
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$4,445,941.24

2021 SIP Properties Orchard Wind Project

- ▶ 2021 SIP Payment - \$141,619.11
 - ▶ Community Service Fee of \$139,019.11 and an additional amount of \$2,600.00
 - ▶ The County does not share in CSF.
- ▶ Exempt Tax Amount - \$184,672.87

Additional Amount per SIP Agreement	
Year	Add'l Amount
2021	\$2,600.00
2022	\$4,850.00
2023	\$7,100.00
2024	\$9,350.00
2025	\$11,600.00
2026	\$13,850.00
2027	\$16,100.00
2028	\$18,350.00
2029	\$20,600.00
2030	\$22,850.00
2031	\$25,100.00
2032	\$27,350.00
2033	\$29,600.00
2034	\$31,850.00
2035	\$159,100.00
Total	\$400,250.00

2021 SIP Properties - Additional Payment totals and Community Service amounts distributed to Districts

- ▶ 2021 Total Additional Payments - \$4,558,774
- ▶ 2021 CSF Totals - \$1,772,819.25
- ▶ 2021 Total SIP Exempt Taxes - \$15,912,570

2021 Enterprise Zone Exemptions Columbia River Technologies

- ▶ 2021 EZ payment to CREZ II - \$635,237.00
 - ▶ \$60,237.00 of that payment is for the BMCC, Boardman Park and the new Boardman Fire & Rescue District Bonds and \$575,000 goes to CREZ II.
- ▶ Exempt Tax Amount - \$939,329.85
- ▶ This is a 10 year exemption and has 2 years remaining and has a predetermined payment schedule.
- ▶ CRT has opportunity for \$100,000 for a “Buy Back Option”

Columbia River Technologies EZ Payment Schedule

Columbia River Technologies (10 Year)		
	Year	EZ Payment (To EZ II Board)
	2014	\$125,000.00
	2015	\$250,000.00
	2016	\$350,000.00
	2017	\$425,000.00
	2018	\$425,000.00
	2019	\$425,000.00
	2020	\$425,000.00
	2021	\$575,000.00
	2022	\$875,000.00
	2023	\$1,000,000.00

2021 Enterprise Zone Exemptions Lamb Weston

- ▶ 2021 EZ payment to CREZ II - \$1,407,147.22
 - ▶ \$457,147.22 of that payment is for the BMCC, Boardman Park, Boardman Fire and City of Boardman Bonds and \$950,000 goes to CREZ II.
 - ▶ The City of Boardman's Bond portion is \$315,657.20
- ▶ Exempt Tax Amount - \$2,821,700.57
- ▶ This is a 15 year exemption, has 7 years remaining and has a predetermined payment schedule of \$950,000.00 for each year of the exemption.
- ▶ Lamb Weston has opportunity for \$100,000 for a “Buy Back Option”

2021 Enterprise Zone Exemptions Morrow County Grain Growers

- ▶ This is a 5 year standard EZ Exemption for MCGG's rail grain car unloading facility at the PoM.
- ▶ The total investment will be about \$7 Million.
- ▶ 2021 Exempt Tax Amount - \$89,469.41
- ▶ This is their second year claiming the exemption.
- ▶ MCGG was billed \$1,177.90 for the Boardman Fire Bond
- ▶ Per the EZ Agreement, a payment of \$30,000 in years 4 and 5 is to be made to CREZ II, all of which can be utilized as a "Buy Back Option"

2021 Enterprise Zone Exemptions WOF PNW Threemile Project

- ▶ This is a 5 year standard EZ Exemption for a methane digester and pumping facility to PGE'S Carty Co-Gen Plant.
- ▶ The total investment will be about \$35 Million.
- ▶ 2021 Exempt Tax Amount - \$447,065.20.
- ▶ This is their second year claiming the exemption.
- ▶ Per the EZ Agreement, a payment of \$61,684.70 in each year is to be made to CREZ II, which 50% of that payment can be utilized as a "Buy Back Option". \$3,596.40 was billed for the Boardman Fire Bond

2021 Enterprise Zone Exemptions Amazon L&C I and Rippee Rd

- ▶ Amazon currently has 4 separate sites or locations.
- ▶ The first two sites, I refer to as Lewis & Clark I and Rippee Rd, both sites have multiple Standard EZ exemptions each.
 - ▶ These Standard EZ exemptions are from agreements made in 2013, 2014 and 2016.
 - ▶ The 2013 and 2014 exemptions have expired and the 2016 agreements still have a substantial amount of exemption and will expire in 2023.
 - ▶ Amazon wanted a graduated payment schedule with the payments to CREZ II to increase during the exemption.

2021 Enterprise Zone Exemptions

Amazon L&C II and Olson Rd

- ▶ The second two sites, I refer to as Lewis & Clark II and Olson Rd, both sites have 15 year Long Term Rural EZ exemptions.
 - ▶ The L & C II agreement was finalized in 2017 and began its exemption in 2019.
 - ▶ The Olson Rd agreement was finalized in 2018 and began its exemption last year.

2021 Enterprise Zone Exemptions Amazon L&C II and Olson Rd

- ▶ Both of these LTR EZ agreements have a payment schedule of \$1 million per building or data center located at that site, with a minimum payment of \$2 million per year.
- ▶ There is also an additional payment calculation of \$25 million x the property tax rate for that area in that year. (The \$25 million is indexed 3% per year, similar to the Community Service Fee related to the SIP Program)

2021 Enterprise Zone Exemptions

- ▶ Standard EZ Exemptions (3-5 years) tend to have a larger exemption percentage than LTR EZ Exemptions.
- ▶ Analyzing a particular company's percent of exemption on a given year can be misleading due to each individual payment structure, valuation, either from the DOR or local assessment and the actual tax rates.
- ▶ The percent of exemption will change from year to year.
- ▶ A full analysis should be performed at the end of the exemption period.

2021 Enterprise Zone Exemptions Total Payments

- ▶ 2021 EZ Payments to the CREZ II Board - \$10,391,908.53
- ▶ 2021 EZ Bond Payments - \$574,663.39
- ▶ 2021 EZ Exempt Tax Amount - \$53,346,867.66

2021 Top 20 Tax Payors

Morrow County			
2021 TOP 20 Tax Payors			
OWNER NAME	TAX AMOUNT	ASSESSED VALUE	REAL MARKET VALUE
AMAZON DATA SERVICES, INC	\$11,476,340.70	\$857,928,370	\$4,425,438,900
AVISTA CORPORATION	\$3,726,003.45	\$208,351,000	\$208,351,000
THREEMILE CANYON FARMS, LLC	\$2,857,266.26	\$224,326,566	\$271,611,248
LAMB WESTON, INC	\$2,153,723.36	\$120,402,530	\$120,449,370
PORTLAND GENERAL ELECTRIC CO	\$1,987,440.78	\$119,822,730	\$729,200,000
GAS TRANSMISSION NORTHWEST CORP	\$1,642,668.57	\$112,982,000	\$112,982,000
COLUMBIA RIVER PROCESSING, INC	\$692,871.89	\$51,565,300	\$51,631,740
PORT OF MORROW	\$480,828.22	\$32,161,542	\$37,797,791
PORT VIEW APARTMENTS, LLC	\$436,858.34	\$23,307,340	\$24,808,880
UNION PACIFIC RAILROAD CO	\$370,804.44	\$28,214,290	\$103,394,814
FARMLAND RESERVE, INC	\$352,562.91	\$26,678,765	\$48,450,647
ALTO COLUMBIA, LLC	\$339,348.84	\$25,420,530	\$25,420,530
RDO/CALBEE FOODS LLC	\$337,571.25	\$25,287,370	\$25,287,370
LUMEN TECHNOLOGIES INC	\$335,125.57	\$22,133,000	\$22,133,000
OREGON POTATO COMPANY	\$302,299.27	\$17,262,414	\$17,649,948
WILLOW CREEK ENERGY LLC	\$258,382.67	\$16,519,680	\$42,310,000
ORCHARD WIND PROJECT	\$250,282.28	\$20,255,300	\$61,710,100
PACIFICORP (PP&L)	\$206,567.24	\$15,855,000	\$15,855,000
EASTERDAY DAIRY, LLC	\$191,805.15	\$15,220,370	\$15,514,952
CLEAVER LAND, LLC	\$179,844.43	\$13,785,772	\$16,387,737

Morrow County Values and Taxes 2005-Current

Year	RMV	AV	Certified Tax
2005	\$1,194,131,070	\$1,045,445,870	\$18,375,748.68
2006	\$1,191,675,810	\$1,052,738,820	\$18,410,608.39
2007	\$1,292,027,940	\$1,138,389,150	\$17,147,138.66
2008	\$1,403,128,150	\$1,139,826,720	\$17,424,826.43
2009	\$1,604,931,230	\$1,325,481,330	\$21,077,676.99
2010	\$1,680,530,420	\$1,332,613,790	\$22,149,930.94
2011	\$1,772,714,520	\$1,423,029,720	\$23,349,456.96
2012	\$2,137,135,852	\$1,572,094,739	\$25,656,346.54
2013	\$2,877,019,573	\$1,682,426,033	\$27,133,187.16
2014	\$3,089,994,545	\$1,774,504,324	\$27,839,804.90
2015	\$3,625,832,410	\$2,043,538,478	\$32,228,046.43
2016	\$4,078,799,116	\$2,256,129,368	\$32,711,386.09
2017	\$4,700,766,633	\$2,069,395,917	\$31,885,372.64
2018	\$5,114,350,191	\$2,248,142,683	\$35,192,765.05
2019	\$5,786,369,143	\$2,470,622,726	\$37,334,205.53
2020	\$6,414,500,000	\$2,752,050,000	\$39,558,815.40
2021	\$8,128,742,740	\$2,935,993,206	\$43,706,964.97
	Percentage of Increase		
	581%	181%	138%

Whew!