

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 2, 2023 at 9:00 a.m.

Morrow County Government Center, Don Adams Conference Room

215 N.E. Main Ave., Irrigon, Oregon*

Zoom Meeting Information on Page 2

*Please note the change in location to accommodate a request by State Circuit Court to use the Bartholomew Building Upper Conference Room for jury selection. Due to previously scheduled Public Hearings on August 16th in Irrigon, that BOC Meeting will remain in Irrigon instead of swapping it for Heppner.

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
 - 2. City/Citizen Comments**
 - 3. Open Agenda:** The Board may introduce subjects not on the agenda
 - 4. Consent Agenda**
 - a. Minutes: July 19th
 - b. 10th Amendment to Oregon Health Authority Intergovernmental Agreement #173145 for the Financing of Mental Health Services
 - c. OHA contract #180837 Tort Liability Coverage as a provider for Psychiatric Security Review Board
 - d. 2nd Amendment to Oregon Department of Energy IGA #19-031
 - e. Property Tax Refund, Justin Dale and Erin Jean Reed
 - 5. Public Hearing:** Community Development Block Grant Application – Umatilla-Morrow Head Start, Inc. (Roberta Vanderwall)
 - 6. Public Hearing:** To consider two requests for annexation into Heppner Rural Fire Protection District; Order No. OR-2023-4: Ordering the Annexation of Territory to the Heppner Rural Fire Protection District (Justin Nelson)
 - 7. Business Items**
 - a. 4-H Program Summer Intern Report (Grace Ogden, Morrow County/Oregon State University Extension)
 - b. Columbia River Heritage Trail Sign Report (Caren Cardenas, Ione High School student intern)
 - c. Intergovernmental Agreement, Amazon Data Services, Inc., Strategic Investment Program Distribution of Community Service Fee (Justin Nelson)
 - d. Public Health Update on Well Testing in Boardman and Irrigon (Robin Canaday and Ana Pineyro)
 - 8. Department Reports**
 - a. Road Dept. Monthly Report (Mike Haugen)
 - b. Assessment & Tax Quarterly Report (Mike Gorman)
 - c. Sheriff's Office Monthly Report (Melissa Camarillo)
 - d. Veterans Services Quarterly Report (Stephanie Case)
 - ~~e. Public Health Update on Well Testing in Boardman and Irrigon (Robin Canaday and Ana Pineyro)~~ Moved to Business Item D
 - 9. Correspondence**
 - 10. Commissioner Reports**
-

11. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

12. Signing of documents

13. Adjournment

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Interim Administrator, Roberta Vanderwall, 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 Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Zoom Specific Notes:

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

Morrow County Board of Commissioners Meeting Minutes
July 19, 2023
Morrow County Government Center, Don Adams Conference Room
Irrigon, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholtz, Commissioner Roy Drago Jr., Roberta Vanderwall, Roberta Lutcher, Justin Nelson, Brian Snyder, Benjamin Tucker, Greg Close, Kristen Bowles; Non-Staff: Tim Collins, Jeannie Collins, Terri Gentry, Kimberly Lindsay, Savannah Marker

Present Via Zoom

Deona Siex, Sandi Pointer, Bobbi Childers, Robin Canaday, Christy Kenny, Stephanie Case, Valerie Ballard, Jaylene Papineau; Non-Staff: Patrick Collins, Erika Lasater, Brandi Hanson, Tarina Foster, Julie Baker, Matt Jensen

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

City & Citizen Comments: Chair Sykes reminded everyone there was a three-minute limit, and asked speakers to state the town in which they live.

Tim Collins, Heppner, read a list of about 10 questions regarding the site proposed for the new Circuit Court Building, which is adjacent to his property. Chair Sykes explained the Comment section was an opportunity for the Board to hear comments, not necessarily to engage in a give-and-take but answers would be obtained.

Terri Gentry, Heppner, representing the Oregon Trail Pro Rodeo Committee. Ms. Gentry discussed potential impacts to the rodeo if the new Circuit Court Building is located at the proposed location. Chair Sykes asked who the County should contact for follow-up purposes and Ms. Gentry referred him to Judy Healy or Tanner Britt.

Julie Baker, Lexington, said as an elementary school parent, she had concerns about the new Circuit Court Building being located near Heppner Elementary School. She asked if there would be opportunities for feedback. Chair Sykes said the process was still in the beginning stages but there will be future opportunities to talk and ask questions. We'll be listening to the people, he said.

Raymond Akers, Boardman, asked the status of the County's response to the "polluted wells." He said "we're part of Oregon Rural Action (ORA). In essence, we are ORA." He also said they "keep giving invites...do you plan on facing the community?" Commissioner Drago said he would appreciate receiving invitations to meetings but he hadn't received any. Mr. Akers was directed to the website for Commissioner Drago's contact information.

Bobbi Childers, Ione, discussed the Circuit Court Building location, saying she wished the County would look somewhere else. There are much better solutions than putting it there and affecting so many things, she said. She also said her office was below the Circuit Court in the Courthouse and Circuit Court has a low tolerance level for noise. Placing it near a playground could be problematic, she added.

Open Agenda: No items

Consent Agenda

Commissioner Wenholtz moved to approve the following items in the Consent Agenda:

1. *Minutes: June 12th, 21st & 30th, July 3rd & 5th*
2. *Consultant Agreement with Sea Reach, Lt., Heritage Trail Interpretive Panels; term of agreement shall end no later than June 30, 2024; not-to-exceed amount \$35,000*

3. *Oregon Business Development Department, County Fairgrounds Capital Improvements Grant Agreement, \$277,777; Project Completion Deadline: February 6, 2026*
4. *Parks Purchase Request, Ford F350 Pickup and flatbed; cost of pickup - \$66,680 from Northside Trucks; \$9,900 for a flatbed and front bumper from Jay Coil Fabricating; total amount \$78,380*

Commissioner Drago seconded. Vote: Unanimous approval.

Public Hearing: Supplemental Budget Resolution No. R-2023-15: Establishing the Election Modernization Fund

Kevin Ince, Finance Director

Chair Sykes opened the Public Hearing at 9:23 a.m. and called for the Staff Report, which Mr. Ince provided. Chair Sykes asked for public comment and received no response. The hearing was closed at 9:27 a.m.

Commissioner Wenholz moved to approve Resolution No. R-2023-15: In the Matter of Adopting a Supplemental Budget for Fiscal Year Beginning July 1, 2023 – Establishing the Election Modernization Fund and Making Supplemental Appropriations. Commissioner Drago seconded. Vote: Unanimous approval.

Public Hearing: Ordinance No. ORD-2023-5: Adopting a Procurement & Contracting Policy

Kevin Ince, Finance Director

Chair Sykes opened the Public Hearing at 9:28 a.m. and called for the Staff Report, which Mr. Ince provided. During the report, several corrections and modifications were made to the policy document. Chair Sykes heard no response to calls for opponents and proponents to speak; the hearing was then closed.

Commissioner Wenholz moved to adopt Ordinance No. ORD-2023-5: An Ordinance Adopting the Morrow County Procurement & Contracting Policy and Repealing Ordinance CR-1 and Section 8 of Ordinance MC-C-3-85, with the changes to the policy presented by County Counsel during the discussion. Commissioner Drago seconded. Vote: Unanimous approval.

Business Items

Community Counseling Solutions (CCS) Quarterly Report

Kimberly Lindsay & Savannah Marker

Ms. Lindsay provided her report to the Board. She then introduced Ms. Marker and said she was in charge of the new facility in Hermiston, formerly Aspen Springs Psychiatric Hospital. Ms. Marker said they were in the process of hiring 35 staff members and planned to house clients at the beginning of November. The 16-bed facility will include four restraint beds, six acute care beds and six long-term beds.

A discussion took place on the payments to multiple entities nationwide, including the County, from the opioid settlement. The Board agreed by consensus to discuss options for use of the funds at work session after the CCS Advisory Board has forwarded its recommendations.

Jail Use Agreement with Umatilla County

Undersheriff Brian Snyder

Undersheriff Snyder presented the agreement and answered questions from the Commissioners.

Commissioner Drago moved to approve the Jail Use Agreement with Umatilla County; effective July 1, 2023 and shall renew on a fiscal year basis, July 1 to June 30, until terminated by either party; 20 daily beds available for Morrow County inmates; \$120 per day for each prisoner.

Commissioner Wenholz seconded. Vote: Unanimous approval.

Break: 10:34-10:43 a.m.

Resolution No. R-2023-16: Transfer of Appropriations for Fourth Emergency Dispatch Station

Kristen Bowles, Communications Lieutenant

Undersheriff Brian Snyder

Commissioner Drago moved to approve Resolution No. R-2023-16: In the Matter of Transfer of Appropriations in Fund 207 for Fiscal Year Beginning July 1, 2023 – from Operating

Contingency to Capital Outlay in the amount of \$54,000. Commissioner Wenholz seconded.

Vote: Unanimous approval.

Oregon Health Authority Action Plan Policies

Kevin Ince, Finance Director

Commissioner Wenholz moved to adopt Resolution No. R-2023-17: In the Matter of Adopting the Morrow County Capital Asset Management Policy and direct the Finance Director to implement it. Commissioner Drago seconded. Vote: Unanimous approval.

Commissioner Wenholz moved to adopt Resolution No. R-2023-18: In the Matter of Adopting the Morrow County Financial Assistance Management Policy and direct the Finance Director to implement it. Commissioner Drago seconded. Vote: Unanimous approval.

Commissioner Drago moved to adopt Resolution No. R-2023-19: In the Matter of Adopting the Morrow County Cash Handling Policy and direct the County Treasurer and Finance Director to implement it. Commissioner Wenholz seconded. Vote: Unanimous approval.

Fair Board Appointment Request

Sue Gibbs, Fair Manager

Ms. Gibbs presented the request to appoint Ann Jones. She said the Fair Board recommended the appointment.

Commissioner Drago moved to appoint Ann Jones to the Fair Board to fill the remainder of Alita Nelson's term, expiring December 31, 2024. Commissioner Wenholz seconded. Vote:

Unanimous approval.

Trucking & Equipment Services Contract with Ashbeck Trucking LLC

Sandi Pointer, Public Works

Commissioner Wenzholz moved to approve the Personal Services Contract with Ashbeck Trucking LLC; effective when signed by every party and shall expire on June 30, 2024. Commissioner Drago seconded. Vote: Unanimous approval.

Rock Pit Agreement – 4C Ranches Inc.

Eric Imes, Public Works Director

Commissioner Wenzholz moved to approve the Rock Pit Agreement with 4C Ranches Inc.; term of agreement shall be 10 years, commencing when signed by both parties; \$0.50 per crushed ton of rock. Commissioner Drago seconded. Vote: Unanimous approval.

Award Contract for Ambient Mix Emulsion Purchase

Eric Imes, Public Works Director

Commissioner Drago moved to approve the sole source determination based on the written findings of the market research and award the contract to Enviroad LLC; effective when signed by all parties through June 30, 2024. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Department Reports

The following reports were provided:

- Emergency Management Quarterly Report, submitted by Paul Gray
- Juvenile Department Quarterly Report, presented by Christy Kenny
- The Loop/Public Transit Quarterly Report, presented by Benjamin Tucker
- Justice Court Quarterly Report, presented by Glen Diehl
- Treasurer's Monthly Report, presented by Jaylene Papineau
- Planning Department Monthly Report, presented by Tamra Mabbott
- Administrator's Monthly Report, presented by Roberta Vanderwall
- Accounts Payable Monthly Report, compiled by Kevin Ince

Correspondence

- Energy Facility Siting Council Meeting Notice and Agenda, July 17-19

Commissioner Reports

The Commissioners provided reports of activity since the last meeting.

12:24 p.m.: Executive Session: Pursuant to ORS 192.66(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12:47 p.m.: Closed Executive Session – No decision

Signing of documents

Adjourned: 12:55 p.m.



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: Roberta Vanderwall
Department: Administration
Short Title of Agenda Item:

Date submitted to reviewers: July 23, 2023
Requested Agenda Date: August 2, 2023

(No acronyms please)

Oregon Health Authority - Contract # 173145-10. Tenth Amendment to Intergovernmental
Agreement for Financing of Community Mental Health Addiction Treatment, Recovery, etal

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97323
Effective Dates - From: June 30, 2023 Through: December 31, 2023.
Total Contract Amount:
Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 7/24/2023 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

The IGA with OHA expired June 30, 2023. This Agreement amends the expiration date to December 31, 2023.

2. FISCAL IMPACT:

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

BOC makes a motion to approve the Tenth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for Financing of Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services Agreement #173145-10.

Attach additional background documentation as needed.

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

**TENTH AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
 COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
 PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173145**

This Tenth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County** (“County”).

RECITALS

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows. Twelfth

AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or June 30, 2023, whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured. **All references to the expiration date of June 30, 2023 in this Agreement shall be amended to December 31, 2023.**

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

The remainder of this page is intentionally blank

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

7. Signatures.

Morrow County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.

**Attachment 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: A0115

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS	PROVIDER	PROJ	EFFECTIVE	SLOT	CHANGE/TYPE	RATE	OPERATING	STARTUP PART	PART	FAAF	ELSE	CLIENT	SP#
						DATES				DOLLARS	DOLLARS	ABC	CD		CODE	
FISCAL YEAR: 2023-2024																
BASBAD MORROW CO.																
63	420	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$1,923.90	\$0.00	A	1	Y		
BASBAD MORROW CO.																
63	421	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$783.00	\$0.00	A	1	Y		
BASBAD MORROW CO.																
63	450	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$1,345.10	\$0.00	A	1	Y		
TOTAL FOR SE# 63										\$3,965.00	\$0.00					
IDPF MORROW CO.																
65	424	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$5,000.00	\$0.00	C	1	Y		1
IDPF MORROW CO.																
65	657	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$1,500.00	\$0.00	C	1	Y		2
TOTAL FOR SE# 65										\$6,500.00	\$0.00					
BASBAD MORROW CO.																
66	420	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$587.11	\$0.00	A	1	Y		3
BASBAD MORROW CO.																
66	421	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$1,287.27	\$0.00	A	1	Y		3
BASBAD MORROW CO.																
66	450	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$14,217.55	\$0.00	A	1	Y		3
BASBAD MORROW CO.																
66	520	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$13,783.90	\$0.00	A	1	Y		3
TOTAL FOR SE# 66										\$29,888.73	\$0.00					
GAMBL MORROW CO.																
80	886	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$11,787.50	\$0.00	A	1	Y		
TOTAL FOR SE# 80										\$11,787.50	\$0.00					
GAMBL MORROW CO.																
81	886	-0-				7/1/2023-12/31/2023	0	/NA	\$0.00	\$10,062.50	\$0.00	A	1	Y		
TOTAL FOR SE# 81										\$10,062.50	\$0.00					
TOTAL FOR 2023-2024										\$62,170.73	\$0.00					
TOTAL FOR A0115 173145										\$62,170.73	\$0.00					

Financial Pages

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 07/13/2023

Contract#: 173145
REF#: 013

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

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

- A0115 1 These funds are for A&D 65 Services to be invoiced from 7/1/2023 to 12/31/2023.
- A0115 2A) These funds are for DUII Education services for Veterans. B) Funds are for A&D 65 services for invoices from 7/01/2023 to 12/31/2023.
- A0115 3 These funds must result in the delivery of A&D 66 Services to a minimum of 49 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 49 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OEA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.
- A0115 4A) These funds are for DUII Education services for Veterans. B) Funds are for A&D 65 services for invoices from 7/01/2023 to 12/31/2023.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SEP	FUND	CODE	CEMS PROVIDER	PROJ	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PART CD	PART BASE	CLIENT CODE	SEP
FISCAL YEAR: 2023-2024														
BASE SYSTEM MANAGEMENT AN														
1	804		MHS01		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$22,143.29	\$0.00	A	1	Y		
BCIVILM SYS MGT CO-LAKEVIEW														
1	804		MHS01		7/1/2023 - 12/31/2023	0 /NA	\$9,179.81	\$55,076.86	\$0.00	A	1	Y		2
BCIVILM SYS MGT CO-COL RIVER														
1	804		MHS01		7/1/2023 - 12/31/2023	0 /NA	\$7,503.62	\$45,021.72	\$0.00	A	1	Y		1
TOTAL FOR SE# 1								\$122,143.57	\$0.00					
BASE AID & ASSIST PROJECT														
4	804		ARP		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$41,611.00	\$0.00	A	1	Y		
TOTAL FOR SE# 4								\$41,611.00	\$0.00					
BASE ASSERTIVE COMMUNITY														
5	804		MHACT		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$9,175.53	\$0.00	A	1	Y		
TOTAL FOR SE# 5								\$9,175.53	\$0.00					
BASE MI JAIL DIVERSION														
9	804		MIJAIL		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$51,666.67	\$0.00	A	1	Y		
BASE MI JAIL DIVERSION														
9	804		MIJAIL		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$0,812.61	\$0.00	A	1	Y		
TOTAL FOR SE# 9								\$54,179.28	\$0.00					
BASE MI SCHOOL-BASED MENT														
13	804		MISBME		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$106,981.75	\$0.00	A	1	Y		
TOTAL FOR SE# 13								\$106,981.75	\$0.00					
BASE INVOICE SERVICES														
17	804		INVOIC		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$34,771.00	\$0.00	C	1	Y		8
TOTAL FOR SE# 17								\$34,771.00	\$0.00					
CMHS MH BLOCK GRANT														
20	801		BLOCK		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$11,401.93	\$0.00	A	1	Y		
BASE NON-RESIDENTIAL MENT														
20	804		MHNRMH		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$57,768.75	\$0.00	A	1	Y		
BASE SH-MORROW BUNKHOUSE														
20	804		SUPHOS		7/1/2023 - 12/31/2023	0 /SLT	\$2,101.44	\$25,457.26	\$0.00	A	1	Y		4

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#	
		CODE			DATES	CHANGE/TYPE		DOLLARS	DOLLARS	ABC	EV	CD	BASE	CODE
FISCAL YEAR: 2023-2024														
TOTAL FOR SE# 20								<u>\$124,624.45</u>	<u>\$0.00</u>					
		BASE		ACUTE AND INTERMEDIA										
24	504	ACUTE			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$3,932.37	\$0.00	A		1	Y	
TOTAL FOR SE# 24								<u>\$3,932.37</u>	<u>\$0.00</u>					
		BASE		CRISIS AND ACUTE TRA										
25	406	CRIS			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,038.00	\$0.00	A	25A	1	Y	
		BASE		COMMUNITY CRISIS SBR										
25	406	CRISIS			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$28,012.31	\$0.00	A		1	Y	
		BASE		CRISIS AND ACUTE TRA										
25	604	CRIS			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$5,910.00	\$0.00	A	25A	1	Y	
		BASE		COMMUNITY CRISIS SBR										
25	804	CRISIS			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$135,140.42	\$0.00	A		1	Y	
		BASE		CRISIS AND ACUTE TRA										
25	815	CRIS			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$28,209.50	\$0.00	A	25A	1	Y	
TOTAL FOR SE# 25								<u>\$176,309.93</u>	<u>\$0.00</u>					
		BASE		EARLY ASSESSMENT AN										
26	804	EASA			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$7,500.00	\$0.00	A	26A	1	Y	
		BASE		EARLY ASSESSMENT AN										
26	804	EASA			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$864.74	\$0.00	A		1	Y	
TOTAL FOR SE# 26								<u>\$7,864.74</u>	<u>\$0.00</u>					
		BASE		NI SUPPORTED EMPLOYM										
38	911	NISUEM			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$4,626.13	\$0.00	A		1	Y	
		BASE		NI SUPPORTED EMPLOYM										
38	804	NISUEM			7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$234.50	\$0.00	A		1	Y	
TOTAL FOR SE# 38								<u>\$3,062.93</u>	<u>\$0.00</u>					
TOTAL FOR 2023-2024								<u>\$686,626.85</u>	<u>\$0.00</u>					
TOTAL FOR M0737 173145								<u>\$686,626.85</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 07/13/2023

Contract#: 173145
REF#: 014

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

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

M0737 1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Colorado RTH.

M0737 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Lakeview Heights SRTF.

M0737 3A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26, 27, 28, 30, 34 and 36 from 07/01/2023 to 12/31/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 07/13/2023

Contract#: 173145
REF#: 014

deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0737 4 These funds are for MHS 20 for Supported Housing Services at Morrow Bunkhouse.

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

7. Signatures.

Morrow County

By:

_____	<u>David Sykes</u>	<u>Chair, Board of Commissioners</u>	<u>August 2, 2023</u>
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.

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

7. Signatures.

Morrow County

By:

_____	<u>Roberta Vanderwall</u>	<u>Interim Administrator</u>	<u>August 2, 2023</u>
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.



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: Roberta Vanderwall
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: July 23, 2023
Requested Agenda Date: August 2, 2023

Oregon Health Authority - Contract # 180837
Tort Liability Coverage as a provider for Psychiatric Security Review Board

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97323
Effective Dates - From: July 1, 2023 Through: June 30, 2025
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 7/24/2023 County 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):

Intergovernmental Agreement #180837 Tort Liability Coverage as a provider for Psychiatric Security Review Board (PSRB). As per ORS 278.315, OHA may provide tort liability coverage through DAS to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training under the jurisdiction of the Psychiatric Security Review Board (PSRB). The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.

Pursuant to ORS 278.405, DAS has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs.

County shall continue to provide PSRB Mental Health Services as specified in the 2023-2025 FAA. The County shall submit quarterly report of all PSRB clients enrolled in an educational program or that are currently independently employed or currently receiving supported employment services. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment, or training of persons pursuant to the terms of the 2023-2025 FAA.

OHA has sufficient funds available and authorized for expenditure for state insurance programs, shall defend and indemnify county or private community care provider and its employees, but only up to the limits for tort claims specified in ORS 30.271-30.273.o finance the costs of this Agreement within the biennial appropriation.

2. FISCAL IMPACT:

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

BOC approve a motion to adopt Intergovernmental Agreement # 180837 Tort Liability Coverage as a provider for Psychitric Security Review Board (PSRB) with Oregon Health Authority (OHA)..

Attach additional background documentation as needed.

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

**INTERGOVERNMENTAL AGREEMENT # 180837
 TORT LIABILITY COVERAGE AS A PROVIDER FOR
 PSYCHIATRIC SECURITY REVIEW BOARD**

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

1. **Term.** This Agreement shall become effective on July 1, 2023, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on June 30, 2025 or when the Financial Assistance Agreement (FAA) between OHA and County during July 1, 2023 through June 30, 2025 is terminated, whichever occurs earlier.
2. **Statutory Authority.**
 - a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
 - b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
 - c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

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

3. **Indemnity by State.**

From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the state of Oregon, acting by and through DAS, and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state’s insurance and risk management activities, shall defend and indemnify county or private community care provider

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

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

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

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

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

- a. The County shall continue to provide PSRB Mental Health Services (MHS 30-Service Description "Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board," hereinafter referred to as "MHS 30"), as specified in the 2023 – 2025 FAA.
- b. The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.
- c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment or training of persons pursuant to the terms of the 2023 – 2025 FAA.

5. **Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA's biennial appropriation or limitation. The County understands and agrees that OHA's payment of amounts under this Agreement are

attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

6. Termination

- a. This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.
- b. OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:
 - (1) The County is deficient in providing PSRB Services as outlined in the MHS 30 Service Description within the time specified herein or any extension thereof.
 - (2) OHA's 2023 – 2025 FAA with County is terminated.
- c. Termination under this Section shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

7. Records Maintenance and Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic, or other form that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County whether in paper, electronic, or other form that are pertinent to this Agreement are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and expiration or termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

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

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The Americans with Disabilities Act of 1990;
- d. ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and

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

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

11. Signatures:

Morrow County

By:

_____	County Administrator	_____
Authorized Signature	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____
Authorized Signature	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____
Authorized Signature	Title	Date

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 7, 2023; email in contract file.

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on April 28, 2023; letter in contract file.

Amendment No. _____ to County Contract No. _____

between Morrow County and _____

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

This amendment shall become effective on July 1, 2023, regardless of the date this amendment has been signed by all authorized parties. This amendment shall expire on June 30, 2025, unless the Contract between the Provider and the County is terminated earlier.

1. Statutory Authority.

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

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

3. County and Provider Obligation; Compliance

- a. Provider shall assist the County in County’s requirement to submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services. Provider shall provide services to OHA and County that comply with the service delivery for PSRB clients coded MHS 30 – Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board, included in the 2023 – 2025 Financial Assistance Agreement (FAA). Payment for services shall be made through County according to the terms of the Contract between County and Provider or subsequent amendments to the Contract. County is required to monitor and assure that the Provider is in compliance with the service delivery as specified in Exhibit E, “General Terms and Conditions,” Section 6., “Provider Monitoring,” of the 2023 – 2025 FAA. If County fails to comply and assure service delivery, OHA may

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

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

Department of Administrative Services

Attn: Risk Management / EGS

P.O. Box 12009

Salem, OR 97309-0009

Email: Risk.Management@DAS.Oregon.gov

FAX: 503-373-7337

If questions: 503-373-7475

4. Merger Clause

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

5. Provider Data:

Name of Provider:

Mailing Address: _____

E-mail Address: _____

6. Signatures:

Provider

By:

Authorized Signature	Title	Date
----------------------	-------	------

Morrow County

By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June __, 2023; email in contract file.

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on April 28, 2023; letter in contract file

EXHIBIT 1

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

ATTACHMENT A**TORT LIABILITY COVERAGE CLAUSE****Indemnity by State:**

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

Certificate Of Completion

Envelope Id: 819831B05A134625B95118C8D30123A1
 Subject: 180837-0 has requested your signature on a document(s)
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Arlenia Broadwell
 arlenia.broadwell@odhsoha.oregon.gov
 IP Address: 209.112.106.2

Record Tracking

Status: Original
 6/20/2023 11:31:19 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Arlenia Broadwell
 arlenia.broadwell@odhsoha.oregon.gov
 Pool: StateLocal
 Pool: Carahsoft OBO Oregon Health Authority - CLM
 Location: DocuSign

Signer Events

Roberta Vanderwall
 rvanderwall@co.morrow.or.us
 County Administrator
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 6/27/2023 7:55:07 AM
 Viewed: 6/27/2023 8:01:03 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/6/2023 8:06:00 AM
 ID: 61f80232-5ed1-4a51-85ac-8908020fb0ce

Jon Collins
 JON.C.COLLINS@oha.oregon.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/27/2023 7:44:07 AM
 ID: 750b0db6-215b-4308-af21-35f2ba74abc8

Shawna McDermott
 Shawna.m.Mcdermott@oha.oregon.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/27/2023 7:46:37 AM
 ID: a8554ee7-b2e4-4c2d-829a-1c9eb67b9da2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kevin Ince
 kince@co.morrow.or.us
 Finance Director
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/27/2023 7:55:08 AM
 Viewed: 6/27/2023 8:13:54 AM

Carbon Copy Events**Status****Timestamp****Electronic Record and Signature Disclosure:**

Accepted: 12/16/2022 11:58:30 AM

ID: 16fcbcb8-af41-4f24-9fbf-b37bf6a9765c

Sabrina Bailey

sbailey@co.morrow.or.us

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/20/2023 11:33:09 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

HSD In

HSD.Contracts@odhsoha.oregon.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Shawn Kintner

shawn.kintner@oha.oregon.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/20/2023 11:33:09 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



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

(For BOC Use)
Item #
4d

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

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

Date submitted to reviewers: July 28, 2023
Requested Agenda Date: August 2, 2023

Energy Facility Siting Council - Special Advisory Group - Amendment to IGA

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

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

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 7/28/2023 County 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):

Amendment to the Intergovernmental Agreement for the Energy Facility Siting Council - Special Advisory Group extending the Effective Date and Duration to June 30, 2025.

2. FISCAL IMPACT:

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

Approve the Amendment to Intergovernmental Agreement for the Energy Facility Siting Council - Special Advisory Group and extending the effective date and duration to June 30, 2025.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and the Morrow County ("Local Government"), each a "Party" and, together, the "Parties." All references in this Agreement to "Agency" refer to the Oregon Department of Energy ("ODOE").

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110, allowing Local Governments to enter into agreements with state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, ORS 469.030 allows ODOE to contract with public and private agencies for energy activities consistent with ORS 469.010, ORS 469.350, ORS 469.360, and ORS 469.430 permit the Energy Facility Siting Council ("EFSC") to compensate a state agency or local government for expenses related to:

- Consultation initiated by an applicant for a notice of intent or expedited review prior to the submittal of the formal request but after the payment of the fee under ORS 469.421(2);
- Review of the notice of intent, the application for new or amended site certificate, or a request for an expedited review;
- The local government's participation in a council proceeding and contested case;
- The performance of specific studies necessary to complete the council's statutory evaluation of the application;
- Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under 469.405 (2).

SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council ("EFSC") project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2021, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

Energy Facility Siting Council - Special Advisory Group

AGENCY IGA #19-031

4.1 Agency's Authorized Representative is:

Todd Cornett, Assistant Director
550 Capitol Street NE
Salem, OR 97301
(503) 378-8328 Office
(503) 373-7806 Fax
todd.cornett@oregon.gov

4.2 Local Government's Authorized Representative is:

Carla McLane, Planning Director
PO Box 40
Irrigon, OR 97844
(541) 922-4624 Office
(541) 922-3472 Fax
cmclane@morrow.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENTS TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of \$5,000, for all expenses that are necessary, just and reasonably incurred by performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency representative prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #19-031;

AGENCY IGA #19-031

- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

“By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”; and

- A report that explains the work included on each invoice, including the following:
 - Names of staff members working on the project;
 - Dates of service;
 - Number of hours worked, per staff member;
 - Specific activities and work conducted;
 - Total personal services costs (including OPE/ fringe benefits);
 - A description of any incurred expenses (parking fees, supplies, etc.);
 - Subtotals of personal and supplies/ services costs;
 - Subtotal of indirect/ administrative overhead costs;
 - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. All invoices are due to Agency within 30 calendar days after the month end billing period. Due to Agency’s requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy
Attn: Contracts Payable
550 Capitol Street NE
Salem, OR 97301
odoe.invoices@oregon.gov

Copy all emails to the Siting Division Fiscal Analyst at: Sisily.Fleming@oregon.gov

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

Local Government is a city or county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

AGENCY IGA #19-031

- 7.1 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.2 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.3 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.4 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1** "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 9.1.2** "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.
 - 9.1.3** "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display

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the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

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

SECTION 10: CONTRIBUTION

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

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Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

SECTION 11: LOCAL GOVERNMENT DEFAULT

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

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

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Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEMDIIES

13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

AGENCY IGA #19-031

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

SECTION 15: LIMITATION OF LIABILITY

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

SECTION 16: TERMINATION

- 16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2 Agency may terminate this Agreement as follows:
 - 16.2.1 Upon 30 days advance written notice to Local Government;
 - 16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
 - 16.2.5 As otherwise expressly provided in this Agreement.
 - 16.2.6 Local Government may terminate this Agreement as follows:
 - 16.2.7 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its

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obligations under this Agreement;

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

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

16.2.9.1 As otherwise expressly provided in this Agreement.

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

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

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

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or

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email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

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

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or

may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. If Local Government will request reimbursement for subcontracts under ORS 469.350 and ORS 469.360, EFSC must review and approve the request prior to Local Government entering into contract. EFSC and Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

If Local Government requests to be reimbursed by subcontracting to respond to a request made by EFSC to comment and make recommendations under ORS 469.350, it must submit at a minimum the following information:

- The reason they are requesting funding for a contractor/consultant and cannot respond;
- A scope of work for the contractor/consultant;
- Contractor/consultant qualifications;
- A cost estimate for the work to be conducted.

SECTION 30: TIME IS OF THE ESSENCE

AGENCY IGA #19-031

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

SECTION 31: MERGER, WAIVER

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

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

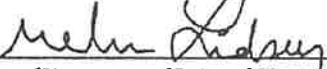
SECTION 36: SIGNATURES

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

STATE OF OREGON acting by and through its Department of Energy

Morrow County

By: 
(Signature of Printed Name below)

By: 
(Signature of Printed Name below)

Janine Benner, Director

Melissa Lindsay, Chair

Janine Benner, Director

Printed Name / Title Board of Commissioners

1/22/20
Date

1-15-20
Date


David McKay, Designated Procurement Officer

1/21/20
Date


Todd Cornett, Assistant Director

21 Jan 2020
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Not Required
Name, Title

Date

EXHIBIT A

STATEMENT OF WORK

Agency representative will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications, for new and amended site certificates, expedited reviews and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of OAR 345-015-0120, OAR 345-015-0180, and OAR 345-015-0200 will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with the Local Government prior to submitting a notice of intent or request for expedited review but after the applicant has paid the required fee, or in the case of Local Government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandums to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to participate in public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's representative or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in ORS 469.350, ORS 469.370 and ORS 469.373. Local Government agrees to meet the comment deadlines provided in the memoranda to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in ORS 469.300 through 469.507.

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

Energy Facility Siting Council – Special Advisory Group

AGENCY IGA #19-031

EXHIBIT B
INSURANCE

[No required insurance]

EXHIBIT C

SUBCONTRACTOR INSURANCE

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

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

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

PROFESSIONAL LIABILITY:

Required Not required

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

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

AGENCY IGA #19-031

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

Energy Facility Siting Council – Special Advisory Group

AGENCY IGA #19-031

the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

1. This is Amendment No. 002 to Intergovernmental Agreement No. 19-031 (as amended from time to time, the "Agreement") dated July 1, 2019, between the State of Oregon, acting by and through its Department of Energy ("ODOE"), and Morrow County ("Local Government").
2. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** and deleted language is indicated by ~~strikethrough~~):
 - A. Section 3: Effective Date and Duration

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on ~~June 30, 2023~~ **June 30, 2025**, unless terminated earlier in accordance with Section 16.
3. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The parties agree that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Agreed to and Signed By:

MORROW COUNTY

OREGON DEPARTMENT OF ENERGY

Signature	Date	Michael Williams, Authorized Designee	Date
Printed Name		Danae Hammitt Designated Procurement Officer	Date
Title		Todd Cornett Division Administrator	Date



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

(For BOC Use)
Item #
4e

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

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

Date submitted to reviewers:
Requested Agenda Date: 8/2/2023

Property Tax Refund for Justin Dale and Erin Jean Reed

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:

Mike Gorman 7/31/2023 Department Director Required for all BOC meetings
County 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):

Property Tax Refund for the 2019-2022 property tax years, due to a clerical error where the wrong dimensions were entered on a new home in 2019 and were carried forward until we caught the error recently. Property tax refunds come out of the unsegregated tax account and are shared by all districts.

2. FISCAL IMPACT:

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

Sign refund

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

No. 23-12
Tax Year 2022-23
Acct. # 2

Property Owner & Refund to:

JUSTIN DALE & ERIN JEAN REED
PO BOX 504
HEPPNER, OR 97836-0504

Tax Payer:

CORELOGIC & NATIONSTAR MORTGAGE LLC, DBA MR. COOPER

Receipt # 259353, 265086, 269114 & 274225

Date paid 11/5/2019, 11/13/2020, 11/8/2021 & 11/10/2022 Int. date 8/15/2023

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
3,927.99	3,927.99	-117.84	3,810.15	2,370.33	-71.11	2,299.22	1,557.66	-46.73	1,510.93	679.92	2,190.85
4,155.73	4,155.73	-124.67	4,031.06	2,501.28	-75.04	2,426.24	1,654.45	-49.63	1,604.82	529.59	2,134.41
4,300.96	4,300.96	-129.03	4,171.93	2,578.66	-77.36	2,501.30	1,722.30	-51.67	1,670.63	350.83	2,021.46
4,939.47	4,939.47	-148.18	4,791.29	2,967.09	-89.01	2,878.08	1,972.38	-59.17	1,913.21	172.19	2,085.40

2019-20
2020-21
2021-22
2022-23

Reason: Clerical Error

Total: 8,432.12

Approved: _____

2023

Commissioner

699-699-5-20-5480



Michael Gorman, Tax Collector

Commissioner

Date 7-31-23

Commissioner



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

(For BOC Use)
Item #
5

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

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

Date submitted to reviewers: July 23, 2023
Requested Agenda Date: August 2, 2023

Public Hearing for CDBG Grant Application for Umatilla Morrow Head Start

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

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

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 7/28/2023 County 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):

One of the requirements for the Community Development Block Grant (CDBG) application for the Umatilla Morrow Head Start (UMHS) is to publish a Public Notice in both English and Spanish and hold a Open Public Hearing and take comments and answer questions.

2. FISCAL IMPACT:

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

Open Public Hearing for Business Oregon, Community Development Block Grant (CDBG) for Umatilla Morrow Head Start (UMHS).

Read Public Notice in its entirety for the record.

Take Comments/Questions

Close Public Hearing

Attach additional background documentation as needed.

Public Notice and Notice of Public Hearing

The County is eligible to apply for a 2023 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$11 million will be awarded to Oregon non-metropolitan cities and counties in 2023. The maximum grant that a city or county can receive is \$1.5.

The County is preparing an application for a 2023 Community Development Block Grant from the Business Oregon for Umatilla Morrow Head Start (UMHS), in Irrigon, to build a new Head Start Facility. It is estimated that the proposed project will benefit at least 200 persons, of whom 85% will be low or moderate income.

A public hearing will be held by the Morrow County Board of Commissioners at 9:00 AM, on Wednesday, August 2, 2023 at Morrow County Government Center, Don Adams Conference Room 215 N.E. Main Ave., Irrigon, Oregon. The purpose of this hearing is for Board of Commissioners to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by August 1, 2023 at the Bartholomew Building, 110 N. Court Street, P.O. Box 788, Heppner, OR 97836. Both oral and written comments will be considered by the Board of Commissioners in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact Roberta Lutchter, Executive Assistant to the Board of Commissioners at 541-676-5613 if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about Morrow County's past use of Community Development Block Grant funds is available for public review at the Bartholomew Building, 110 N. Court Street, Room 201, Heppner, OR during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Roberta Lutchter, Executive Assistant at 541-676-5316 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.



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

(For BOC Use)
Item #
6

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

Presenter at BOC: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:

Date submitted to reviewers: 7/28/2023
Requested Agenda Date: 8/2/2023

(No acronyms please)

Public Hearing: To consider two requests for annexation into Heppner Rural Fire Protection District; Order No. OR-2023-4

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Heppner Rural Fire Protection District (HRFPD) and two landowners have requested that the County approve the annexation of two properties into the Fire Protection District. HRFPD have submitted copies of the petition, maps, and landowner authorization/request from both landowners (100% of the area- so no election required).

2. FISCAL IMPACT:

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

Hold Public Hearing.

Motion to approve Order OR-2023-4, approving the annexation of territory to the Heppner Rural Fire Protection District as requested by the effected landowners.

Attach additional background documentation as needed.

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

IN THE MATTER OF ORDERING THE)
ANNEXATION OF TERRITORY TO THE) ORDER NO. OR-2023-4
HEPPNER RURAL FIRE PROTECTION DISTRICT)

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

WHEREAS, ORS 478.115 authorizes Morrow County to determine territory of a fire protection district; and

WHEREAS, Heppner Rural Fire Protection District and two landowners have requested that the property owned by landowners be annexed to the Heppner Rural Fire Protection District for the purposes of fire protection (Exhibit A); and

WHEREAS, this matter coming before the Morrow County Board of Commissioners on August 2, 2023 for hearing, and due notice having been given and hearing held on the question of annexation of territory to the Heppner Rural Fire Protection District; and

WHEREAS, the Morrow County Board of Commissioners finds that annexation of such territory to the Heppner Rural Fire Protection District is in the best interest of the people of Morrow County and that all procedures required for annexation have been duly and lawfully taken:

NOW, THEREFORE, IT IS HEREBY ORDERED:

That certain territory shall be, and hereby is, annexed to the Heppner Rural Fire Protection District.

The name of the district, including the annexed territory shall be the Heppner Rural Fire Protection District

That the territory to be annexed to the Heppner Rural Fire Protection District is described in Exhibit B, which is attached hereto and by this reference incorporated herein.

The effective date of the annexation shall be the date hereof.

Dated this 2nd day of August 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Jeff Wenzholz, Commissioner

Roy Drago Jr., Commissioner

APPROVED AS TO FORM:

County Counsel

PUBLIC NOTICE
MORROW COUNTY BOARD OF COMMISSIONNERS PUBLIC HEARING

THE MORROW COUNTY BOARD OF COMMISSIONNERS will hold the following hearing of public interest on Wednesday, August 2, 2023, at 9:00 a.m. at the Morrow County Government Center, 215 N.E. Main Ave., Irrigon, Oregon.

Heppner Rural Fire Protection District Annexation Request. Petition by property owners of the property in the following property description have requested to be included in the Heppner Rural Fire Protection District boundaries.

Township 4S, Range 28EWM, Section 16, Tax Lot Number 1163, Acreage 19.87
(4S28000000603)

Township 4S, Range 28EWM, Section 16, Tax Lot Number 1162, Acreage 20
(4S28000000602)

The Heppner Rural Fire Protection District has agreed to the annexation. The Board of Commissioners will hold the public hearing to decide to allow or deny the annexation.

The public hearing will have limited seating at the Morrow County Government Center, 215 N. E. Main Ave., but will also be available via a Zoom Meeting. Zoom information can be found below and on our website: <https://www.co.morrow.or.us/meetings>

A copy of the petition can be obtained via email by contacting Roberta Vanderwall at rvanderwall@co.morrow.or.us. The public hearing Agenda Packet materials can be found online after 5:00 p.m. on Monday, July 31, 2023 at: <https://www.co.morrow.or.us/meetings>.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

1-346-248-7799

1-929-436-2866

1-669-900-6833

1-253-215-8782

1-312-626-6799

1-301-715-8592

HEPPNER RURAL FIRE PROTECTION DISTRICT

P.O. Box 1010
Heppner, Oregon 97836-1010
541-377-4945

Directors:

Kelwayne Haguewood, Chair
Brian S. Thompson
Michael P. Mahoney
Eric M. Orem
Gerald L. Arnson

Budget Committee:

Ken Bailey
Judy Barber
Kyle Robinson
Steven Thompson
John Kilkenny

June 14, 2023

Roberta Vanderwall, County Administrator
M.C. Board of Commissioners
P.O. Box 788
Heppner, Oregon 97836-0788

IN RE: Annexation of Property into the Hepper Rural Fire Protection District.

Hello Berta and Commissioners:

The Heppner Rural Fire Protection District ask your authority to annex two properties into our Fire Protection District.

The District has received Petitions from two (2) Morrow County landowners asking that their properties be annexed into our District. The first parcel is contiguous to our existing District Boundary. The second parcel is contiguous to the first parcel. The primary reason for these petitions is property insurability and insurance premium costs.

Attached please find copies of the Petitions, and maps of the parcels in question.

Per County Assesor Michael Gorman:

The first step in this process is to receive the Fire Chief's blessing on the request. Chief Steven Rhea of the Heppner Volunteer Fire Department agrees and encourages this annexation request into the Heppner Rural Fire Protection District.

The second step is to achieve the County's Board of Commissioner's authorization for the annexation into the Rural District.

The third step is to draft and record the new boundary definition of the District, including the newly annexed parcel(s). Mike Gorman has indicated his office will assist in this step.

The fourth step is to notify the Oregon Department of Revenue of the District's expanded boundary, and to provide them with the newly defined legal boundary. Again, Mike Gorman has indicated his staff will assist with this step.

Morrow County Board of Commissioners
Annexation Request Petitions
June 14, 2023
Page 2

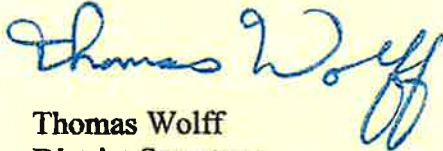
The fifth step is for the Assessor's staff to redistrict the parcel(s) in question so as to include them into the Heppner Rural Fire Protection District's taxing authority territory.

That's it!

So, please consider these two petitions from County residents. The Heppner Rural Fire Protection District and our Fire Chief recommend a **"Do Approve"** vote from the B.O.C.

I plan on being in attendance at the B.O.C. meeting at which this issue will be discussed to answer any questions that may arise. Please let me know when it will be on the Commission's agenda.

Your consideration of this issue is greatly appreciated by all concerned.



Thomas Wolff
District Secretary

Cc: Assessor Michael Gorman

April 13, 2023

Heppner Rural Fire Protection District Board
% Kelwayne Haguewood, Chairman
PO Box 1010
Heppner, OR 97836

RE: Annexation Request to Fire District

Dear Board,

We are requesting Annexation of Property herein, of approximately 19.87 Acres of Timber Land with Improvements located approximately 15 miles S.E. of Heppner, Oregon into the Heppner Rural Fire Protection District.

The 19.87 Acres of Land is located in Tax Lot 603 in Section 16, TWN 4S, RGE 28 EWM, Morrow County Oregon, specific to the attached Taxation Lot Map shown in Pink. The existing Rural Fire Protection District Boundary is shown as a Green Line. This property therefore would be contiguous.

A signed Application for Fire Protection by a Rural Fire Protection District is attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracie M Diehl". The signature is stylized and cursive.

Glen G & Tracie M Diehl

sr

April 13, 2023

Heppner Rural Fire Protection District Board
% Kelwayne Haguewood, Chairman
PO Box 1010
Heppner, OR 97836

~~RE: Annexation Request to Fire District~~

Dear Board,

We are requesting Annexation of Property herein, of approximately 20 Acres of Timber Land with Improvements located approximately 15 miles S.E. of Heppner, Oregon into the Heppner Rural Fire Protection District.

The 20 Acres of Land is located in Tax Lot 602 in Section 16, TWN 4S, RGE 28 EWM, Morrow County Oregon, specific to the attached Taxation Lot Map shown in Orange. The existing Rural Fire Protection District Boundary is shown as a Green Line. This property therefore would be contiguous with Tax Lot 603.

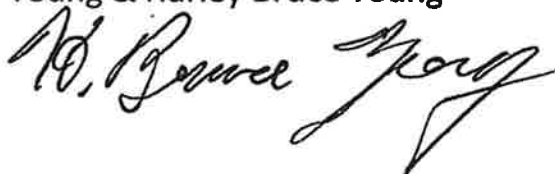
A signed Application for Fire Protection by a Rural Fire Protection District is attached.

Sincerely,



Luke Young & Harley Bruce Young

sr



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

0 1000 2000 3000 4000 Feet

T.4S. R.28E. W.M.
MORROW COUNTY
1" = 2000'

04S28E

Cancelled
300 THRU 303
305 THRU 320
322
324
700A1
800
1100 THRU 1300
1800
2800
3200 THRU 3600
5800 THRU 6000A2

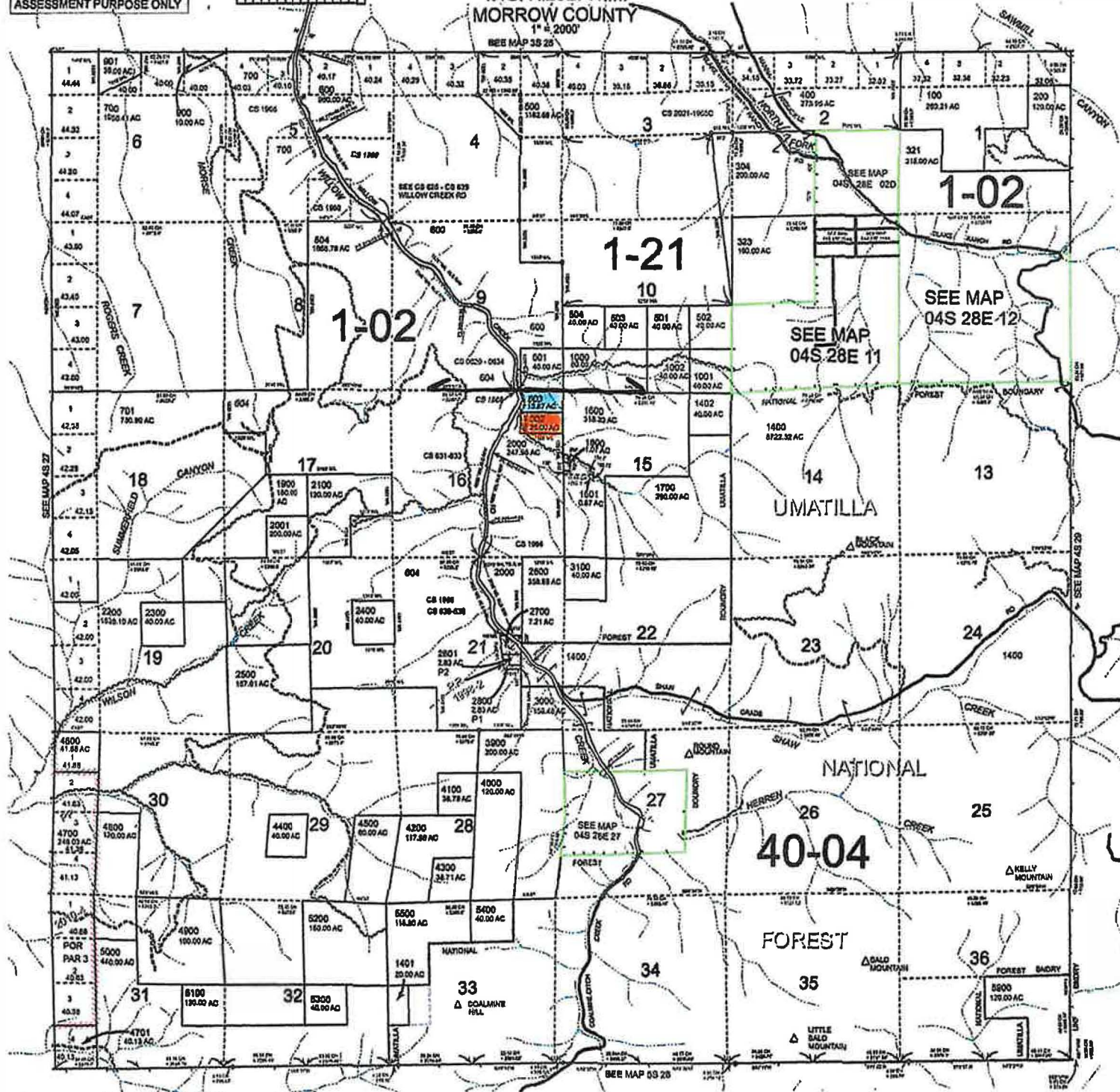


Exhibit B - 1

Revised: EB
3/3/2022

04S28E

APPLICATION FOR FIRE PROTECTION BY A RURAL FIRE PROTECTION DISTRICT

On forestland included within a forest protection district under ORS 477.205 to 477.281 as provided by ORS 478.140

TO: HEPPNER Rural Fire Protection District

<p><i>Enter Name and Address below</i></p> <p>Glen G & Tracie M. Diehl PO Box 335 Heppner, OR 97836</p> <p>Telephone Number: <u>541-676-0009</u></p>		<p>R.F.P. DISTRICT USE ONLY</p> <p>Date Received _____ Approved _____</p>		<p>ASSESSOR'S USE ONLY</p> <p>Date Received _____ Approved _____</p>	
<p>INSTRUCTIONS TO APPLICANT</p> <p>1. Applicant must own the property or be purchasing it under contract. 2. File separate application for each tax account. 3. File original form with the Rural Fire Protection District in which your property is located. 4. Retain a copy for your files.</p> <p>INSTRUCTIONS TO RURAL FIRE PROTECTION DISTRICT</p> <p>1. Forward a copy to the assessor of the county in which the property is located within 20 days of receipt from applicant.</p>					

PROPERTY DESCRIPTION

Deed or Contract Deed Volume and Page or Instrument Number: 2021-48742 Date Recorded: 04-23-2021
Morrow County Account Number (as shown on your tax statement): 1163


Section Subdivision or Name of Addition	Section or Lot	Township or Block	Range	Acres
<u>4528000000603</u>	<u>16</u>	<u>45</u>	<u>28EWM</u>	<u>19.87</u>

I, as owner, hereby request that part of the above-described property which is protected against fire by the State Board of Forestry under the provisions of Oregon Revised Statute (ORS) 477.205 to 477.281, also be protected against fire by the rural fire protection district in which it is located.

- This property is located within the exterior boundaries of the above-named Rural Fire Protection District and a forest protection district as defined in ORS 477.205 to 477.281.
- I understand that I will be taxed for fire protection on the county tax roll by both the rural fire protection district and by the State Board of Forestry under ORS Chapter 477.

DECLARATION

I declare under the penalties for false swearing as contained in ORS 305.990(4) that this document has been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

Applicant's Signature: X  Tracie M Diehl Date: 04-13-2023

APPLICATION FOR FIRE PROTECTION BY A RURAL FIRE PROTECTION DISTRICT

On forestland included within a forest protection district under ORS 477.205 to 477.281 as provided by ORS 478.140

TO: HEPPNER Rural Fire Protection District

Enter Name and Address below Luke Anthony + Harley Bruce Young PO Box 98 Heppner, OR 97836		R.F.P. DISTRICT USE ONLY		ASSESSOR'S USE ONLY	
Date Received		Approved		Date Received	
INSTRUCTIONS TO APPLICANT 1. Applicant must own the property or be purchasing it under contract. 2. File separate application for each tax account. 3. File original form with the Rural Fire Protection District in which your property is located. 4. Retain a copy for your files.					
INSTRUCTIONS TO RURAL FIRE PROTECTION DISTRICT 1. Forward a copy to the assessor of the county in which the property is located within 20 days of receipt from applicant.					
Telephone Number: <u>541-986-9105 / 541-986-7364</u>					

PROPERTY DESCRIPTION

Deed or Contract Deed Volume and Page or Instrument Number: 2016-38661 Date Recorded: 7-29-2016
Morrow County Account Number (as shown on your tax statement): 1162

Section Subdivision or Name of Addition	Section or Lot	Township or Block	Range	Acres
<u>4S28000000602</u>	<u>16</u>	<u>4S</u>	<u>28E00M</u>	<u>20</u>

I, as owner, hereby request that part of the above-described property which is protected against fire by the State Board of Forestry under the provisions of Oregon Revised Statute (ORS) 477.205 to 477.281, also be protected against fire by the rural fire protection district in which it is located.

1. This property is located within the exterior boundaries of the above-named Rural Fire Protection District and a forest protection district as defined in ORS 477.205 to 477.281.
2. I understand that I will be taxed for fire protection on the county tax roll by both the rural fire protection district and by the State Board of Forestry under ORS Chapter 477.

DECLARATION

I declare under the penalties for false swearing as contained in ORS 305.990(4) that this document has been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

Applicant's Signature X <u>[Signature]</u>	Date <u>4-18-23</u>
---	------------------------

**OREGON STATE UNIVERSITY EXTENSION
SERVICE — MORROW COUNTY**

Grace Ogden

Summer Intern

ABOUT ME

- Grew up in lone
- Sophomore at Oklahoma State University
- Majoring in Animal Science – Business
- Worked on the farm, intern for Rep Smith, student intern for OSU
- Summer Intern at OSU

WHAT I DO AT OSU

- Morrow County Fair preparation
- Ag In The Classroom
- Assist in the office
- Cloverbud Rodeo
- 4-H Camp
- Judge contests
- Organize contests
- Work with superintendents to create layouts for fair

WHAT I LEARNED AT OSU

- Effective communication
 - Problem Solving
 - Work ethic
 - Perseverance
 - How to adapt in an office setting
 - Even more about myself and my passion for the ag industry!
- 😊

WHY THOSE THINGS ARE IMPORTANT TO ME

- Future career
- Job variety experience
- Expand knowledge
- Future job/internship with OSU
- Closer to graduation (WOOHOO)



HEPPNER DAYCARE: LESSONS ABOUT SOIL HORIZONS AND SEEDS



COLUMBIA RIVER TRAIL SIGN REPORT

Columbia River Heritage Trail Sign Report

JUNE 27, 2023

Report prepared by the Morrow County
Planning Department.



REPORT OVERVIEW

- Created in 2022 by Stephen, Tamra, and the 2022 student intern
- Covers the six (6) sections of the trail
- Records the longitude and latitude coordinates of
 - 29 trail markers
 - 7 interpretive panels
 - 3 Access Points

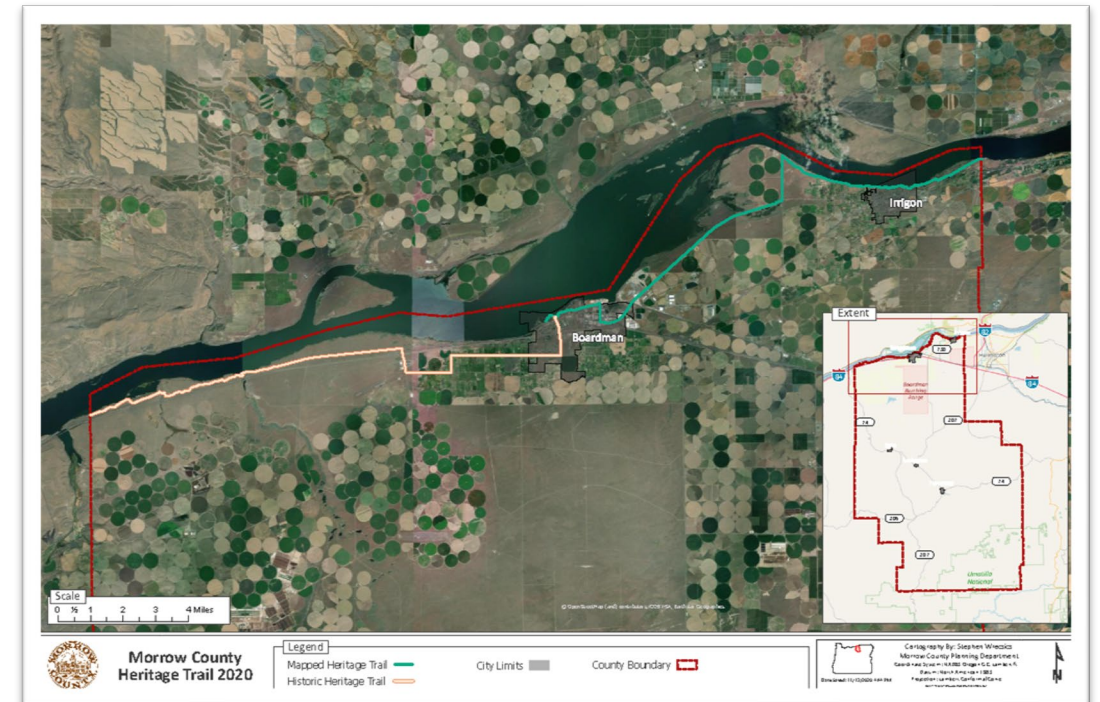


TABLE OF CONTENTS

- Trail Markers
 - Next Steps

- Interpretive Panels
 - Next Steps

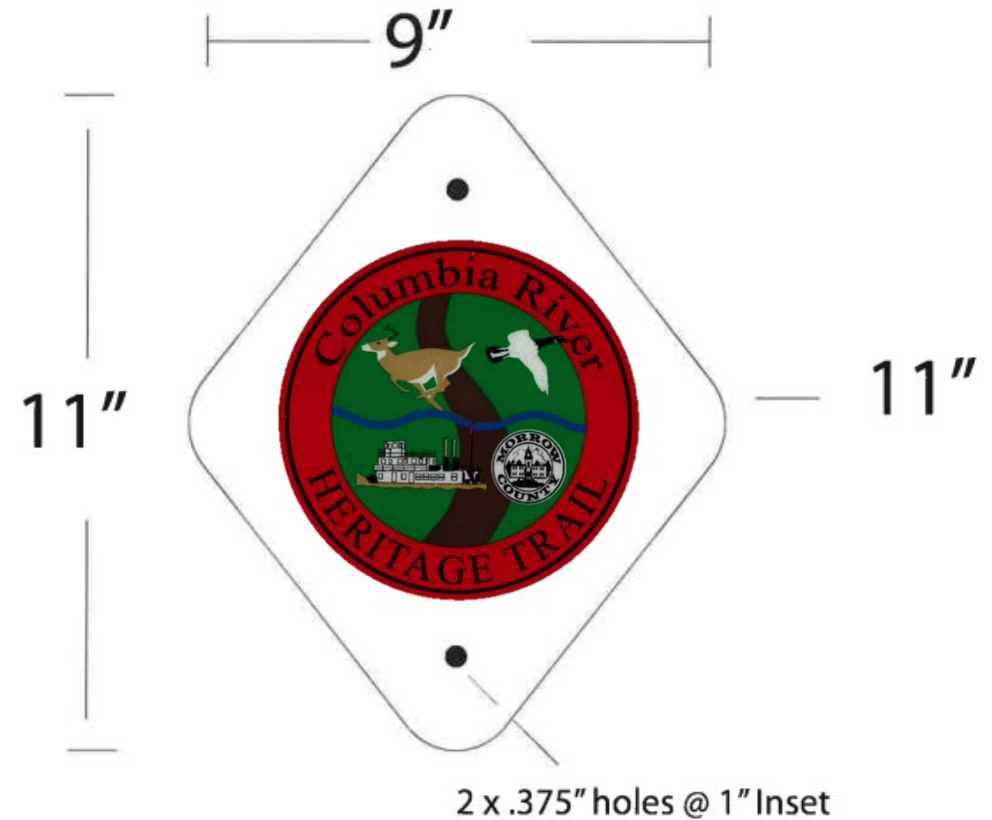
TRAIL MARKERS: CURRENT STATUS

- Stickers
 - Sun Faded
 - Removed
- Metals
 - Removed or Fallen



NEXT STEPS: TRAIL MARKERS

- New Stickers
 - Size: 6" x 6"
 - Quantity: 50
 - Type: UV resistant and reflective
- New Metal
 - Size: 9" x 11"
 - Quantity: 50
- Replacement
 - Volunteers from AWS



INTERPRETIVE PANELS: CURRENT STATUS

- Frames

- Bit rusted
- Good structural standing

- Panels

- Vandalized
- Weather damaged
- Illegible




NEXT STEPS: INTERPRETIVE PANELS

- Applied to Grants
- Proposed an RFP
- Selected a Sea Reach LLC to design eight (8) panels
 - Seven to be updated from existing content
 - One will be entirely new
 - Manufacture three (3) metal structures/frames

The Place: Geology of the Columbia River Basin and historic Irrigon

Columbia River Heritage Trail



The Columbia River is 1,214 miles long and drops 2,500 feet as it leaves its source in Canada and eventually spills into the Pacific Ocean. It defines and shapes the landscape of North Morrow County.

Granite boulders, gravel and sand deposited by Ice Age floods created Blalock and Sand Islands in the Columbia River. Lewis & Clark visited and camped with local Native Americans on Sand Island October 19, 1805. Their Journals noted Indian burial sites on Blalock Island, a 4000 acre island west of Irrigon in the middle of the Columbia.

Fruit orchards and a dairy were early commercial ventures on Blalock Island. Attempts were made to mine gold washed down with granite from Montana. As late as 1957, over \$4,000.00 was taken out in gold ore. The remaining granite, gold, Native American relics, and ancestral burial grounds are under the backwaters of the John Day Dam.

Building dams on the Columbia River changed it to a wide slow moving reservoir. In some places, the river's depth was raised 25 feet. The rise in river level after John Day Dam necessitated construction of two fish hatcheries in Irrigon, and development of Umatilla National Wildlife Refuge to replace wetlands and wildlife habitat lost through flooding.

Annual Rainfall in the Columbia Basin is typically 9" - 12," resulting in a hot dry summer growing season. The practice of irrigating crops was first used in the late 1800's for small orchards and vegetable gardens. Continued improvements in irrigation extended the agricultural production of the region.

The average size of farms, number and types of crops produced, and labor practices all changed as irrigated farming became more practical.

*"Roll on, Columbia, roll on.
Roll on, Columbia, roll on.
Your power is turning our darkness to dawn;
Roll on Columbia, roll on."*

*"Tom Jefferson's vision would not let him rest;
An empire he saw in the Pacific Northwest;
Saw Lewis and Clark and they did the rest;
So roll on Columbia, roll on."*

Woody Guthrie, 1941

*Early Irrigon crops watered by irrigation,
Columbia River in distance.*

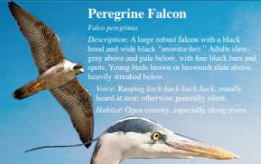
Irrigon couple digging their sweet potatoes in the fall
Dorothy Lamp photo, 1939

Irrigon Legation office and Irrigon Post Office
Historic Oregon Landmarks

Design: Graphics Illustrated, Cheryl Christian; Fabrication: High Performance Signs.
*Panels funded in part by grants from Oregon Heritage Commission and Morrow County Government.

Birds of River, Shoreline

Columbia River Heritage Trail



Peregrine Falcon

Falco peregrinus
 Description: A large robust falcon with a black head and rufous back. Operculum is white. Irides gray above and dark below. Wide face black bars and spots. Young birds brown or brownish slate above, heavily streaked below.
 Voice: Rapping back-kick-kick-kick, usually heard at nest; otherwise generally silent.
 Habitat: Open country, especially along rivers.



Great Blue Heron

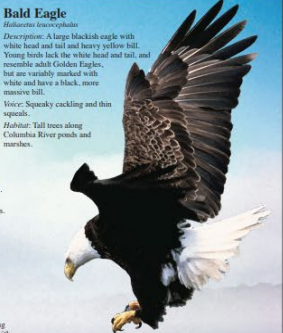
Ardea herodias
 Description: A common large, mainly grayish heron with a pale or yellowish bill. Often mistaken for a Sandhill Crane, but has with its neck folded, not extended like that of a crane.
 Voice: A harsh squawk.
 Habitat: Columbia River, ponds and marshes.

Over 190 bird species have been recorded in the area. Species of special interest include: Bald Eagle, Peregrine Falcon, Long-Billed Curlew, American White Pelican, Osprey, Burrowing Owl, Double Crested Cormorants, Great Blue and Black Crowned Night Herons. The water area, rocky islands and agricultural lands furnish resting, nesting, shelter and feeding opportunities for Pacific Flyway waterfowl: Blue Winged Teal, Cinnamon Teal; American Widgeons; Bufflehead and Northern Pintail Duck. Mallards, American Coots, Ring Billed Gulls and Canadian Geese are year round residents. In the Umatilla Refuge, over 400,000 ducks and 50,000 geese have been counted. Other migratory shore and water birds seen here include, California Gulls, Caspian Terns and Yellow-headed Blackbirds each spring in willows, cattails and rushes



American White Pelican

Pelecanus erythrorhynchos
 Description: A large white bird with a long flat bill and black wing tips. In breeding season, has short yellowish crest on back of head and horny plate on upper mandible. Young birds darker than adults.
 Voice: Usually silent; grunts or croaks on nesting grounds.
 Habitat: Columbia River shallows and coves.



Bald Eagle

Haliaeetus leucocephalus
 Description: A large blackish eagle with white head and tail and heavy yellow bill. Young birds lack the white head and tail, and resemble adult Golden Eagles, but are variably marked with white and have a black, more massive bill.
 Voice: Spunky cackling and thin squeals.
 Habitat: Tall trees along Columbia River ponds and marshes.

Long-billed Curlew

Numenius americanus
 Description: A large curlew, warm brown and buff below, with cinnamon wing linings, no head pattern and very long, sickle-shaped bill.
 Voice: A clear caroler; a sharp wick-wick, wick, wick, wick.
 Habitat: Based on plains and prairies, on migration frequents river shores, marshes, and sandy beaches. Females arrive in March to select nesting sites, males arrive later. Nest on seldom-disturbed farmland, grassland and refuge. Females return to Central America in June, males and chicks stay longer.

"I saw a great number of feathers floating down the river...they appeared in such quantities as to cover pretty generally sixty or seventy yards of the breadth of the river... We did not perceive from whence they came, at length we were surprised by the appearance of a flock of Pillican at rest on a large sand bar attached to a small Island the number of which would if estimated appear almost in credible."
 Meriwether Lewis

Mallard

Anas platyrhynchos
 Description: Male has a green head, white neck ring, chestnut breast, and grayish body; inner feathers of wing are metallic purplish blue, bordered in front and back with white. Female mottled brown with white tail and purplish-brown speculum, mottled orange and brown bill.
 Voice: Male utters soft, rooey notes; female, a loud quack.
 Habitat: From large marshes to small river bends, bays, and even ditches and city ponds.



Canada Goose

Branta canadensis
 Description: Brownish body with black head, long black neck, conspicuous white cheek patch.
 Voice: Rich musical honking.
 Habitat: Lakes, bays, rivers, and marshes. Often feeds in open grasslands and stubble fields.



©Graphics Illustrated, Cheryl Christian Panel fabricated by High Performance Signs Panels funded in part by grants from Oregon Heritage Commission and Morrow County Government



- Located along the river in Boardman

Industrial Development & Port of Morrow

Columbia River Heritage Trail 

Power, energy industries; agriculture and transportation helped develop the Columbia Basin.

Beginning in the 1880s, wheat and wool were shipped out of Morrow County using river and rail transportation. Finished goods returned for sale to farmers by a network of rails. By the 1940s, hydroelectric dams provided dependable irrigation water for agricultural uses. With large amounts of water for irrigation available, orchards and vineyards sprang up along the river.

In 1958, interested citizens petitioned for the establishment of a Morrow County Port Commission. Approved in a general election, the new port district joined other Oregon and Washington port districts taking advantage of electric power generated by the waters of the Columbia.

Source:

"Yesterdays of Morrow," p. 21



Columbia River Processing produces an output of more than 120 million pounds of cheese. This processing plant doubles the output of the Tillamook Co., Oregon, cheese factory. Cheese produced in Boardman travels to Tillamook for final aging and packaging. Early food processing activities were affected by lack of transportation systems and electrical power. *The Boardman Cheese Factory is increasing its output and faces the necessity of enlarging its facility. The product is now ready for market and if it can be distributed rapidly enough to keep up with its production, success is assured.*
 Source: January 13, 1922 Boardman Mirror. The Swiss Cheese Factory was out of business by 1930.



Photo: Boardman Chamber of Commerce

Port of Morrow industrial facilities include more than 7,000 acres, (1,400 irrigated acres). Two and one-half miles of Columbia River waterfront property are utilized for industrial development. Container and general cargo docks, grain, wood chip and log handling facilities join the Riverfront Center with an office complex, conference center, restaurant and lodging.



Photo: East Oregonian

The old Boardman Union Pacific Depot, built in 1922, served as the first Port of Morrow Office. *Three hundred people celebrated the opening of the new depot with a jollification Friday evening, September 1st.*
 September 8, 1922, Boardman Mirror



- Located near the River Front Center

Oregon Trail River Route

In 1841, the first emigrant wagon trains entered the sandy and gravel-strewn bottom of an Ice Age flood-lake in North Morrow County. Narrow metal wheel rims cut into sand and gravel and mired the wagons. Some wagons removed

their wheels, lashed the wheels and wagons to rafts, and navigated down the river.

Wednesday, October 11 "... found a little green grass where we encamped at night near Windmill (Hat) Rock.

Thursday, October 12. *Started in good season, traveled all day over a poor, sandy country. Not a tree in sight all day. We traveled at least twenty-five miles today and encamped a little before sunset, but with little grass for our jaded animals. We passed some rocky rapids today in several places, but at our camp the river is*

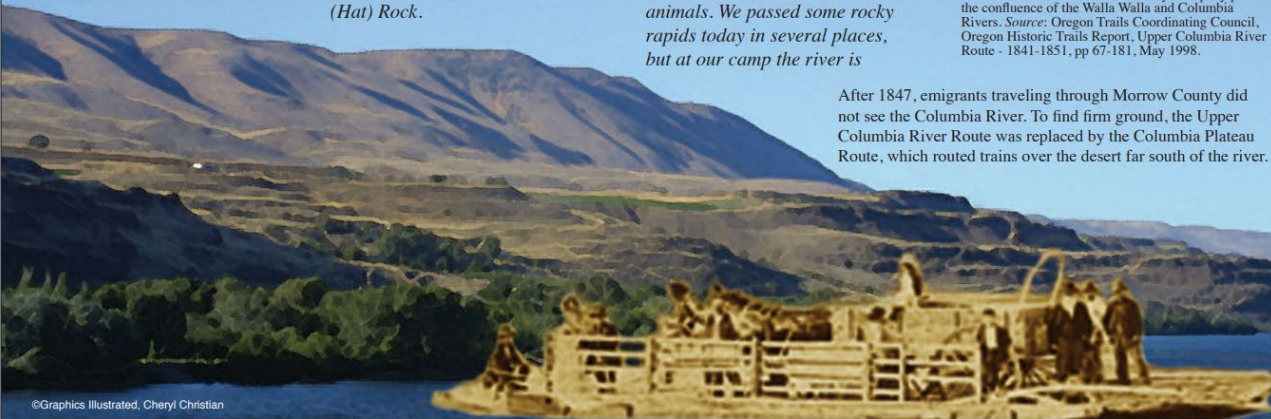
Columbia River Heritage Trail



beautiful, broad, clear and placid, but the barrenness of the surrounding affords but a dreary prospect to a man from the Western States."

Excerpts from the 1843 journal of James Nesmith, who traveled first to the Hudson Bay Company post at the confluence of the Walla Walla and Columbia Rivers. Source: Oregon Trails Coordinating Council, Oregon Historic Trails Report, Upper Columbia River Route - 1841-1851, pp 67-181, May 1998.

After 1847, emigrants traveling through Morrow County did not see the Columbia River. To find firm ground, the Upper Columbia River Route was replaced by the Columbia Plateau Route, which routed trains over the desert far south of the river.



- Located along the river between Irrigon Marina and the County Line



Historic Boardman

By 1883, Castle Rock, located on the Columbia about one mile east of a lava formation that looked like a castle, was a major rail & river boat shipping point at the end of a freight road from the south. A ferry moved Morrow County hay across the Columbia to feed sheep on the Washington shore. Freight wagons took supplies south to the Heppner region, and wool and wheat north to the Columbia for the Portland market. The railroad reached Heppner in 1888 and the Castle Rock settlement declined. In 1916 the abandoned school building was moved to Boardman until a new one could be built. Backwaters of the John Day Dam now cover Castle Rock.



Boardman Depot

Design: Graphics Illustrated, Cheryl Christian; Fabrication: High Performance Signs.



Postcard of Boardman on original Columbia River Highway

Additional homesteaders and business owners arrived after irrigation water was brought from the Umatilla River in 1916. E.P. Dodd of Hermiston platted a 40 acre townsite. By 1917, Boardman had replaced the freight station at Castle Rock, a few miles down the Columbia and the railroad section town of Coyote, a few miles upstream. In the early years, a train depot was located at Messner, between Boardman & Irrigon. In 1922, a new depot was built in Boardman

Early commercial ventures focused on agricultural productions, commerce and traveler hospitality.

Pump house for water well at Traveler Rest Area. Installed by Sam Boardman on original highway.



Columbia River Heritage Trail



Sam Boardman

Samuel H. Boardman migrated to Oregon as a young engineer, and envisioned the wonders irrigation would make on desert soil. Sam & Anna Belle Boardman were the original Boardman homesteaders in 1903. Not a tree was in sight and 13 years passed before an irrigation canal carried Umatilla River water 20 miles to Boardman.



Sam Boardman

Text and art from the Internet



Old Boardman School

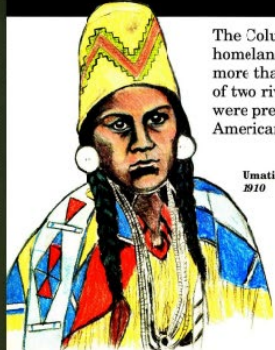
*Panels funded in part by grants from Oregon Heritage Commission and Morrow County Government.



- Located in front of the Oregon Trail Library

Native American History

Columbia River Heritage Trail



Umatilla Girl
1910

The Columbia River Basin has been the homeland of Native American people for more than 10,000 years. The confluence of two rivers, and major waterways were preferred sites for Native American settlements and commerce.

Less than 50 years after the arrival of Lewis & Clark, at the Walla Walla Treaty Council of 1855, the ancestors of the Cayuse, Umatilla, and Walla Walla ceded 5.9 million acres to the U.S. Government and reserved one-half million acres on which to live. The U.S. opened up the Pacific Northwest for settlement.

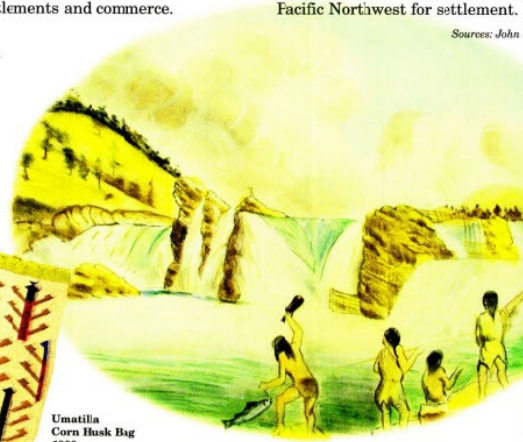
Sources: John Chess, Tumastslit Cultural Institute.

Native Americans hunted and gathered food available seasonally: Salmon, fresh water clams/mussels, filberts, berries, roots.

"Tomcshoupo"
Native Language
Place Name for area
south of Boardman.



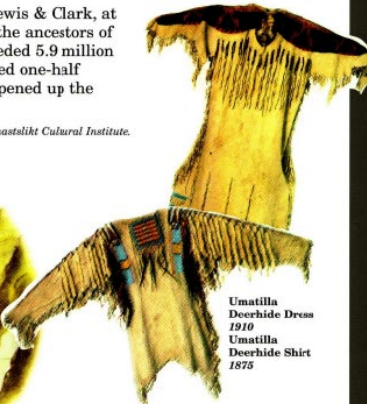
Umatilla
Corn Husk Bag
1900



Seasonal fishing along the Columbia River



Early European-American explorers, Lewis & Clark observed villages consisting of above ground, tule-mat covered long house/structures.



Umatilla
Deerhide Dress
1910
Umatilla
Deerhide Shirt
1875

Panels funded in part by grants from Oregon Heritage Commission and Morrow County government

Panel fabricated by High Performance Signs

Art/Design: ©Graphics Illustrated, Cheryl Christian

- Located in the Irrigon Marina Park

Columbia River

The place: Geology of the Columbia River Basin; Ice Age Floods

Columbia River Heritage Trail



from one of the largest basalt flows in the world. These basalt flows left a depression in the earth's crust and formed the Columbia River Basin.

The Columbia River is 1,214 miles long and drops 2,500 feet from its source in Canada, eventually spilling into the Pacific Ocean. Large boulders seen on the landscape were carried here by a series of catastrophic floods. Glacial ice sheets dammed the Clark Fork River in Idaho and created the monstrous Lake Missoula. Periodically, the ice dams failed. Enormous floods sent huge columns of water, ice and granite boulders through and over this area, traveling at speeds of 60 to 70 miles per hour, in depths of 900-1,000 feet.



©Graphics Illustrated, Cheryl Christian

The Columbia River defines and shapes the landscape of North Morrow County. Volcanic basalt underlying the Columbia River Basin was created

"A mass of compressed air preceded the towering wall of flood water. The roar would have increased in intensity beginning a half hour before the onrushing flood struck. The winds reached hurricane strength, uprooted trees, created a blinding dust storm and caused a shift in micro-climate, resulting in sudden and severe rainfall."

Source: Ice Age Floods Institute

The Umatilla Basin became a temporary lake covering 1,300 square miles. Boulders, gravel and sand deposited by the repeated Ice Age floods created Blalock and Sand Islands in the Columbia.

Lewis & Clark visited and camped with local Native Americans on Sand Island October 19, 1805. Their Journals noted Indian burial sites on Blalock Island, a 4,000 acre island in the middle of the Columbia west of Irrigon. Early commercial ventures on Blalock Island were fruit orchards and a dairy. Various attempts were made to mine gold. As late as 1957, over \$4,000 was taken out in ore. The remaining granite, gold, Native American relics, and ancestral burial grounds are now under the backwaters of the John Day Dam.



Meriwether Lewis



William Clark

Missoula Floods



The ice dam on the Clark Fork River stood about 3,000 feet high and blocked the river's flow. Failure of the ice dam released a 2,000 foot wall of water that rushed

to the prairies of eastern Washington. The river's channel could not contain this vast flood and the waters spilled across the Palouse region, eroding a series of intertwining canyons (coulees) across eastern Washington. Flood pathways converged in the Pasco Basin. The narrow Wallula Gap was the only exit. Floodwaters backed up above Wallula and formed a 1,200 foot deep lake covering over 3,500 square miles. Other temporary lakes were created near Hermiston, The Dalles and Portland, OR. The Missoula Floods are the largest known floods on earth in the last two million years. However this might not be a unique event. Geologic evidence indicates there could have been about 40 floods during the Pleistocene Age, with the last flood occurring 13,000 years ago.

Text and art from the Internet

Panel fabricated by High Performance Signs



- Panel without a digital copy
- Located in the Wildlife Refuge



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

(For BOC Use)
Item #
7d

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 / Justin Nelson
Department: Assessor / County Counsel
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 8/2/2023

(No acronyms please)

Intergovernmental Agreement, Amazon Data Services, Inc., Strategic Investment Program
Distribution of Community Service Fee

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The AWS SIP Agreement has been submitted and approved by Business Oregon. The next step is to see if a agreement can be reached between the taxing districts for distribution of the Community Service Fee that is required to be a part of SIP Agreement. For this agreement, it is anticipated that the Community Service Fee would be \$2,500,000.00 when the project is fully completed.

The County held a public meeting on July 19, 2023 and invited all effected taxing districts to discuss how to come to an agreement on the community service fee. A consensus was reached at the meeting and the IGA was drafted based upon that consensus from the meeting.

2. FISCAL IMPACT:

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

Motion to approve the Intergovernmental Agreement for Strategic Investment Program Distribution of Community Service Fee.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR
STRATEGIC INVESTMENT PROGRAM (SIP) DISTRIBUTION
OF COMMUNITY SERVICE FEE UNDER ORS 285C.609(6)/285C.623(6)

The governments of Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery (collectively “the parties”) do hereby enter into this INTERGOVERNMENTAL AGREEMENT for the purpose of distribution, amongst the parties specified below, of the community service fee collected in each of 15 years (“the fee payment”), respective to an eligible project of the Strategic Investment Program (“SIP”) under Oregon Revised Statute (ORS) 265C.600 to 285C.626 and 307.123.

RECITAL AND FINDINGS

- WHEREAS, the Oregon Legislature has established SIP to promote local hiring and industrial competitiveness in Oregon for exceptionally large capital investments.
- WHEREAS, SIP provides for local governments to enter into agreements with business firms engaged in a traded-sector industry, in order to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS, the Oregon Economic and Community Development Commission approved the Strategic Investment Program between Morrow County and Amazon Data Services, Inc, et. al., (“the Zone”).
- Whereas, Amazon Data Services, Inc (“the firm”), et. al., has entered into an agreement to receive SIP tax treatment with submitted necessary commitments to the county under ORS 285C.609(4)(a).
- WHEREAS, pursuant to the agreement with the firm and requirements for the Zone, the firm will make the fee payment to the county in each of 15 years subject to SIP tax treatment in an amount equal to twenty-five percent (25%) of the property tax savings resulting from the SIP exemption on property for the current property tax year, up to a maximum in any one year of \$2,500,000, consistent with ORS 285C.609.
- WHEREAS, the fee payment is not considered as payment in lieu of taxes.
- WHEREAS, under ORS 285C.609 the county shall distribute the collected fee payment based on an additional agreement that is entered into among the county and at least enough local taxing districts listed under ORS 198.010 OR 198.180 to

account for seventy-five percent (75%) or more of all such districts' property tax authority where the SIP-assessed property is located. As well as the government of any city if the project is located within its corporate limits.

- WHEREAS, the location of the proposed SIP project is currently proposed in the following local taxing districts listed under ORS 198.010 or 198.180 have permanent or local option rate authority to levy ad valorem taxes on real and personal property within those areas: Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery.

NOW, THEREFORE, in consideration of mutual agreements, covenants and promises contained hereunder, the parties do hereby agree as follows:

1. DISTRIBUTION AND DISBURSEMENT

- 1.1 Within thirty (30) days of collecting the fee payment from the firm, the county shall disburse a portion of each year's collected amount to all specified parties as computed under this section.
- 1.2 Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery:
 - 1.2.1: After completion of the project, if it is determined that certain taxing Districts, local options, or bonds are no longer in the project location, those taxing districts will be removed from this agreement and shall not receive funds from the community service fee.
 - 1.2.2: Morrow County shall receive 20% of the community service fee, not to exceed \$500,000.00 per year, as the Morrow County share of the community service distribution.
 - 1.2.3: The remaining community service fee after payment described in Sec. 1.2.2 shall be divided on a pro rata basis based on the tax rate existing at the time of the distribution among the voting members, and shall include the following local options and bonds if those local options and bonds are still in effect at the time of the payment: Health District Local Option, Boardman Park Bond, Vector Control Local Option, and Boardman Fire Rescue District Bond.

2. REPORTING AND ADMINISTRATION

- 2.1 With each disbursement the county shall provide to the party a statement showing the fee payment, the shares distributed to each party and the property tax rates used for the computations under Section 1, above.
- 2.2 Upon request by any party, the county, with assistance from the county assessor, shall furnish to each party relevant current and previous assessed values of the firm's property by tax code area - with and without SIP - and the resulting property tax savings for the firm.
- 2.3 The county shall notify all parties if the firm fails to make the fee payment, which may be done once with the first year during the term of this agreement, when the failure is a consequence either of disallowance of the firm's SIP benefit, or of the SIP project property's real market value not exceeding the taxable portion under ORS 307.123(1)(a), effectively negating property tax savings for the firm.

3. EFFECTIVE DATE/TERM OF AGREEMENT

- 3.1 This agreement shall be effective upon the date of its final execution by signature of all parties and may be signed in counterparts, or on the date of determination by the Oregon Economic and Community Development Commission that the firm's project property shall receive SIP tax treatment, whichever occurs later.
- 3.2 The agreement shall expire on June 30 of the tax year at the conclusion of the 15-year period under ORS 307.123(1)(b).

Accepting for Morrow County

Title: _____

Date: _____

Accepting for Morrow County Health District:

Title: _____

Date: _____

Accepting for Port of Morrow

Title: _____

Date: _____

Accepting for Boardman Fire Protection District

Title: _____

Date: _____

Accepting for Oregon Trail Library District

Title: _____

Date: _____

Accepting for Vector Control

Title: _____

Date: _____

Accepting for Umatilla-Morrow Radio & Data District

Title: _____

Date: _____

Accepting for Morrow County Unified Recreational District

Title: _____

Date: _____

Accepting for Boardman Park

Title: _____

Date: _____

Accepting for Boardman Cemetery

Title: _____

Date: _____

Amazon-Bombing Range Rd Site CSF Distribution

	CSF Amt	\$2,500,000
Morrow County Portion 20%, not to exceed \$500,000		\$500,000
	Remaining	\$2,000,000

Dist #	District Name	Rate	Percentage	District CSF Amt
516	UMA-MORROW RADIO DIST	0.00017	4.43644%	\$88,728.83
617	HEALTH DIST	0.000605	15.78851%	\$315,770.24
618	HEALTH DIST LOCAL OPTION	0.00039	10.17772%	\$203,554.37
625	BOARDMAN PARK BOND	0.000351	9.15995%	\$183,198.94
630	PORT OF MORROW	0.0000841	2.19473%	\$43,894.67
636	BOARDMAN FIRE PROTECTION DISTRICT	0.0007464	19.47859%	\$389,571.75
642	BOARDMAN CEMETERY	0.0000284	0.74115%	\$14,822.93
647	BOARDMAN PARK	0.0002989	7.80031%	\$156,006.16
650	UNIFIED REC DISTRICT	0.000456	11.90010%	\$238,002.04
660	VECTOR CONTROL	0.0001899	4.95577%	\$99,115.32
661	VECTOR CONTROL LOCAL OPTION	0.0001	2.60967%	\$52,193.43
663	OREGON TRAIL LIBRARY	0.0002536	6.61813%	\$132,362.54
691	BOARDMAN FIRE RESCUE DISTRICT BOND	0.0001586	4.13894%	\$82,778.78
		0.0038319	100.00000%	\$2,000,000.00

Amazon-Bombing Range Rd Site CSF Distribution - List of Affected Districts

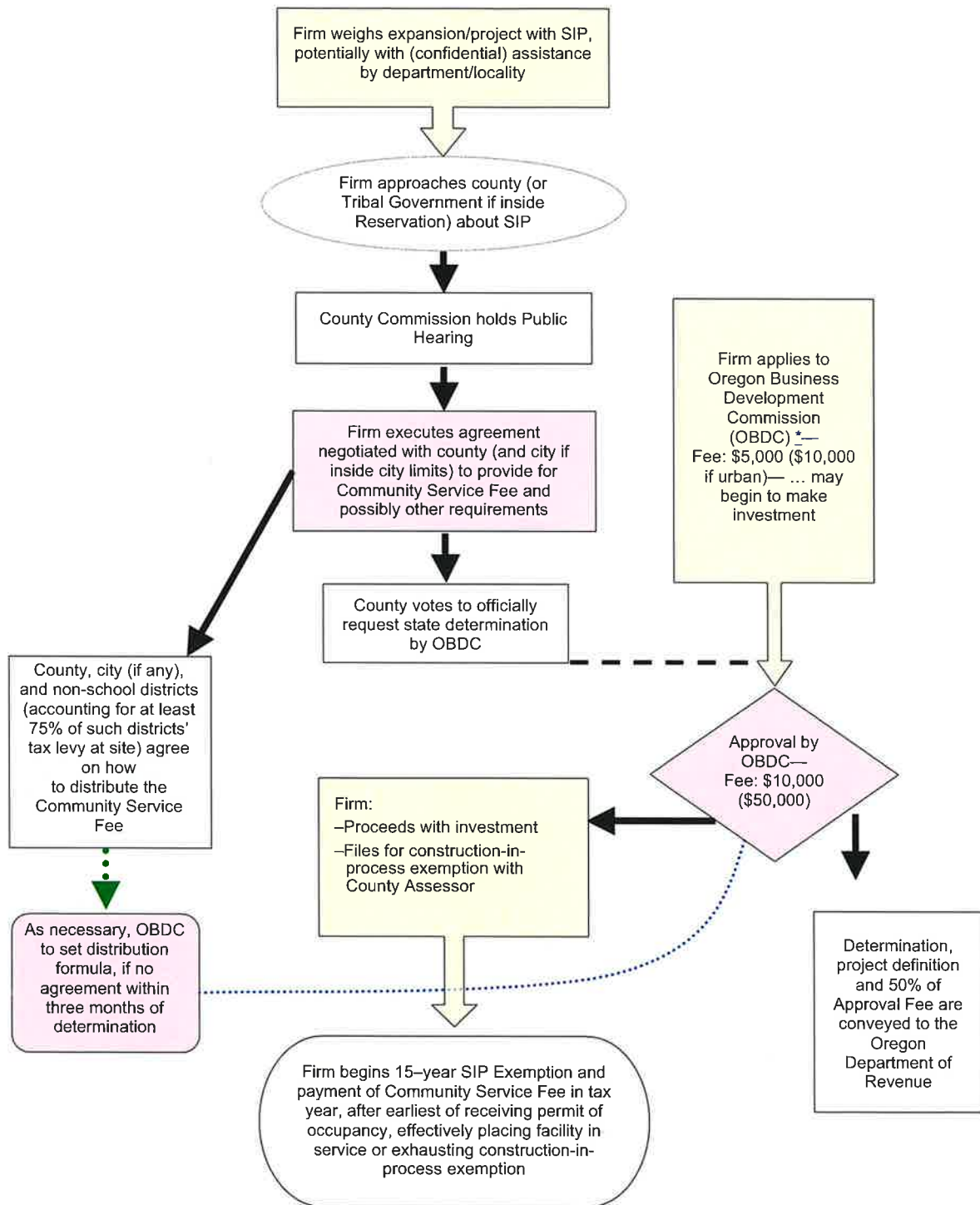
Tax Code area 25-04

CSF Amount - \$2,500,000

Dist :	District Name	Rate
101	MORROW COUNTY	0.0041347
516	UMA-MORROW RADIO DIST	0.00017
617	HEALTH DIST	0.000605
618	HEALTH DIST LOCAL OPTION	0.00039
625	BOARDMAN PARK BOND	0.000351
630	PORT OF MORROW	0.0000841
636	BOARDMAN FIRE PROTECTION DISTRICT	0.0007464
642	BOARDMAN CEMETERY	0.0000284
647	BOARDMAN PARK	0.0002989
650	UNIFIED REC DISTRICT	0.000456
660	VECTOR CONTROL	0.0001899
661	VECTOR CONTROL LOCAL OPTION	0.0001
663	OREGON TRAIL LIBRARY	0.0002536
691	BOARDMAN FIRE RESCUE DISTRICT BOND	0.0001586
		<hr/>
		0.0079666

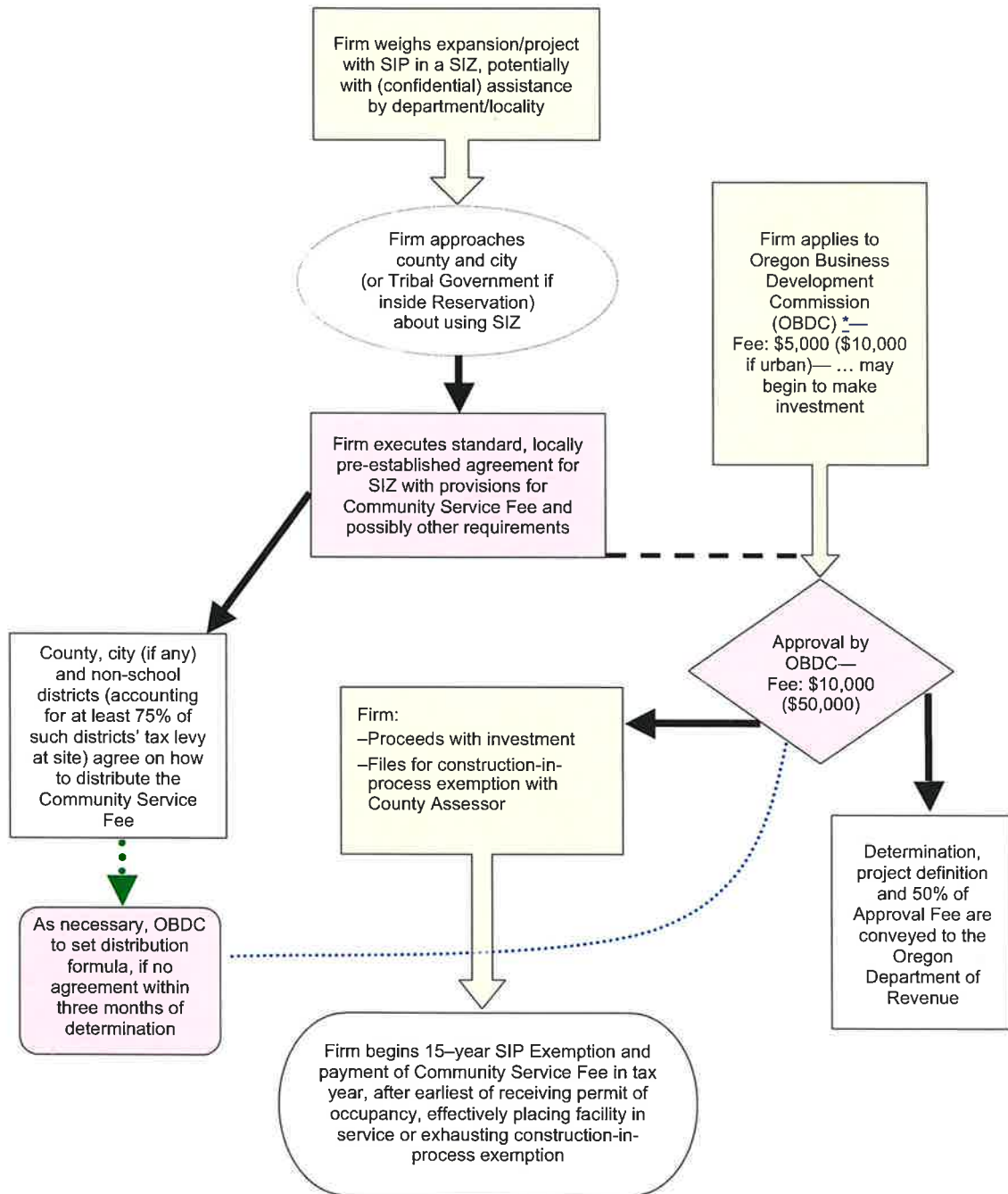
Oregon Strategic Investment Program (SIP) Process

(Ad hoc, outside a Strategic Investment Zone (SIZ), anywhere in Oregon
—see next page for inside an SIZ)



*Application submitted to Business Oregon (Oregon Business Development Department), which may review for at least 21 days before conveying to Commission; along with application fee, form and up-to-date information, an executed copy of first-source hiring agreement with the 'contact agency' for local publicly-funded job training providers also will be needed.

Oregon Strategic Investment Program (SIP) Process Inside a Strategic Investment Zone (SIZ)



*Application submitted to Business Oregon (Oregon Business Development Department), which may review for at least 21 days before conveying to Commission; along with application fee, form and up-to-date information, an executed copy of first-source hiring agreement with the 'contact agency' for local publicly-funded job training providers also will be needed.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #

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

Presenter at BOC: Robin Canaday/ Ana Pineyro
 Department: Public Health
 Short Title of Agenda Item:
 (No acronyms please)

Date submitted to reviewers: 7/28/2023
 Requested Agenda Date: 8/2/2023

Public Health Update on well testing in Boardman and Irrigon

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

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

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>Robin Canaday</u>	<u>7/28/2023</u> <small>DATE</small>	Department Director	Required for all BOC meetings
_____	_____ <small>DATE</small>	Administrator	Required for all BOC meetings
_____	_____ <small>DATE</small>	County Counsel	*Required for all legal documents
_____	_____ <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____ <small>DATE</small>	Human Resources	*If appropriate

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

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

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

The Office of Resilience and Emergency Management brought a team out to Morrow County 7/17/23-7/25/23 to Assist with canvassing efforts to reach all well owners in Boardman and Irrigon and collecting samples for testing. This was done in addition to the work already done by Morrow County Public Health. With their assistance we completed 676 Surveys (meaning contact made to the physical address) and collected a total of 136 water samples that are being processed through the lab in Pendleton. We still have a small percentage (approx. 16%) of wells left to be tested. As the results come in we will be collecting more data and providing water or filter systems to those who are in need. We will continue the ongoing work in collaboration with state and local partners to ensure private well owners of Morrow County get continued education, testing and have access to safe drinking water.

The community is invited to an open house at Riverside High School 8/24 in the evening from 6-8PM to get question answered by experts on a variety of topics related to well water containing high levels of Nitrates.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

ROAD REPORT July 2023

BLADING OPERATIONS: Following are the roads blade operators made improvements to this month.

Zone 1 – Baker In, Elmer Griffith, Petty Cyn, Wheatland

Zone 2 –

Zone 3 –

Zone 4 –

Zone 5 –

Chip Seal: The County Road Dept. Did an IGA with the Dept. of Forestry. In that contract the crew prepped and chip sealed 22 miles of the Western Route that connects Heppner to Ukiah.

Fog Seal: Fog sealed Western Route after finishing chipping it.

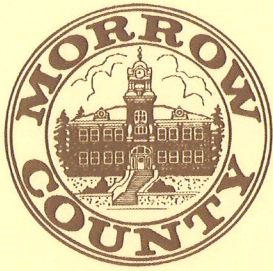
Pug Mill: We got our new Pug Mill in the month of July. Pavement group which is the company we bought the pug from, had two team members fly out and fix a few things and then did a training on the operations of the machine. We now have the pug dialed in with rock and oil.

Homestead: Paving project got done this month by the contractor (American Rock). It was just shy of a Mile of gravel road that got paved.

Blow Outs: The calls out on gravel roads are starting to come in for blow outs from harvest season. We have a couple different crews out doing repairs on them.

PERMITS: Following are approved permits to work in the county right-of-way during July.

OUB	930	Paterson Ferry Road	Umatilla Electric Co-Op	Utility	New Pole 12.47kv Line	07/11/2023	
OUC	598	Kunze Lane	Windwave Communications	Utility		07/24/2023	
OUD	693	Rhea Creek Road	Columbia Basin Electric Co-Op	Utility	Primary ACSR Wire	07/24/2023	



Assessment & Tax Department Report for August 2, 2023

1. Tax Office

- A. As of Friday, June 30, there is a total uncollected property tax balance of \$1,103,946,06. (Report Attached and also a history of tax collections)
- B. Current year foreclosure notices were sent July 28. The foreclosure list is attached. After August 15, we will be publishing the current foreclosure list and seeking a foreclosure judgement from Circuit Court.
- C. Also attached is a list with a brief description of Properties with current Foreclosure Judgements, which will be deeded to the County this October, if no redemption is made.
- D. I currently still have a vacancy in the front office which has been challenging. Thankfully, a recently retired employee has been helping out part time. We have had very few applicants, although we did offer the position and was turned down due the position not paying enough.

2. Appraisal staff

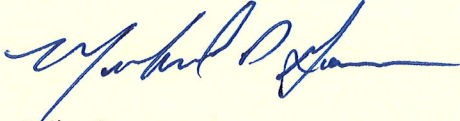
- A. The Appraisal Staff has been busy this year with appraisal of new construction throughout the County, they are currently working on re-appraisal of the City of Heppner. There have been several partition and subdivision plats filed this calendar year and currently I have several preliminary partition and subdivision plats in my office for review. The Appraisal Staff has also continues to process Real and Personal Property Returns and DOR Value Transmittal Sheets.

3. Assessor & Tax Collector

- A. I have been spending a lot of time in the tax office due to being shorthanded. It has been a busy spring and summer with Enterprise Zone and SIP exemptions. I have been working with County Counsel finishing up the Amazon SIP CSF distribution. I have been working with Jaylene Papineau, Morrow County Treasurer, on creating efficiencies for tax collection, tax turn over and deposits with added transparency.
- B. August 7-10, myself and three of my staff will attending the Oregon Assessors and Tax Collectors Summer Conference in Klamath Falls. I will become OSACA (Oregon Association of County Assessors) President at this conference.

- C. On July 18, we hosted a meeting for the OSACA and OACTC District 5 Counties, (Morrow Gilliam, Wheeler, Sherman, Wasco and Hood River) at the Port of Morrow. The meeting was well received with Morrow County providing lunch and the Lisa Mittlesdorf of the Port of Morrow providing a tour of the Port Businesses, Sage Center and Boardman Area.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Mike Gorman", with a long horizontal flourish extending to the right.

Mike Gorman
Morrow County Assessor/Tax Collector

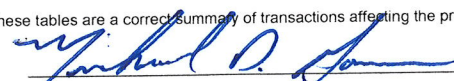
SUMMARY OF PROPERTY TAX COLLECTIONS FOR FISCAL YEAR ENDING June 30, 2023 (ORS 311.531)

Date 7/18/2023 County of Morrow Office of Assessment & Tax Contact Person Mike Gorman Telephone Number 541-676-5607

For Office Use Only
Date Received

ITEM	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	Prior Years	Total For All Years
AMOUNT OF TAXES CERTIFIED									
1. Total Amount Certified	54,070,119.75								30,254,215.30
2. Real Property	30,254,215.30								13,658,944.07
3. Personal Property	13,658,944.07								9,782,147.27
4. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	9,782,147.27								374,813.11
5. Manufactured Structures	374,813.11								54,070,119.75
6. Total Amount Certified tax year 2022-23 (total of lines 2-5)	54,070,119.75								54,070,119.75
7. Uncollected Balance as of 7-1-22 [including deferred billing credits]		493,434.27	271,539.56	191,105.12	146,996.54	9,817.71	8,553.76	7,185.03	1,128,631.99
8. Amount Added to Rolls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total of Lines 6-8	54,070,119.75	493,434.27	271,539.56	191,105.12	146,996.54	9,817.71	8,553.76	7,185.03	55,198,751.74
10. Personal Property Taxes Cancelled By Order of County Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Real Property Foreclosures	1,480.06	1,313.75	1,333.33	1,288.04	1,217.16	1,236.30	708.19	0.00	8,576.83
12. Other Corrections, Cancellations, etc.	30,000.85	19,117.57	18,710.86	17,517.89	0.00	0.00	0.00	0.00	85,347.17
13. Total (Noncash) Credits (total of lines 10-12)	31,480.91	20,431.32	20,044.19	18,805.93	1,217.16	1,236.30	708.19	0.00	93,924.00
14. Net Taxes For Collection (line 9 less line 13)	54,038,638.84	473,002.95	251,495.37	172,299.19	145,779.38	8,581.41	7,845.57	7,185.03	55,104,827.74
15. Discounts Allowed	1,508,570.82	-328.79	-561.32	-525.55	0.00	0.00	0.00	0.00	1,507,155.16
16. Total Taxes Collected	52,042,656.50	216,066.92	56,032.91	33,887.24	136,335.97	2,266.24	2,141.00	4,339.74	52,493,726.52
17. Total Remaining Uncollected 6-30-23 (line 14 less line 15 & 16)	487,411.52	257,264.82	196,023.78	138,937.50	9,443.41	6,315.17	5,704.57	2,845.29	1,103,946.06
18. Percentage Collected [1.00 minus (line 17 divided by line 14)]	0.990980315	0.456	0.221	0.194	0.935	0.264	0.273		
TAXES REMAINING UNCOLLECTED AS OF 6-30-23									
19. Real Property	421,319.97	240,930.01	186,020.76	132,972.86	7,750.05	4,865.16	0.00	0.00	993,858.81
20. Personal Property	11,201.10	136.70	0.00	0.00	0.00	0.00	4,614.58	0.00	15,952.38
21. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	25,765.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,765.88
22. Manufactured Structures	29,124.57	16,198.11	10,003.02	5,964.64	1,693.36	1,450.01	1,089.99	2,845.29	68,368.99
23. Total Remaining Uncollected 6-30-23 (total of lines 19-22)	487,411.52	257,264.82	196,023.78	138,937.50	9,443.41	6,315.17	5,704.57	2,845.29	1,103,946.06
24. Unpaid Tax with Deferred Billing Credits (ORS 305.286) as of 6-30-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25. Undistributed Tax in Potential Refund Credit Fund (ORS 305.286) as of 6-30-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26. Undistributed Tax in Appeal Reserve Account (ORS 311.814) as of 6-30-23	0.00	0.00	380,020.67	0.00	0.00	0.00	0.00	0.00	380,020.67
27. CATF Interest: 30.09% share from all districts (Tier 1)	3,466.89	8,621.10	6,520.38	7,202.71	23,063.21	94.20	190.51	752.38	49,911.38
28. Additional CATF Interest: Additional 25% From Cities & Special Districts (Tier 2)	954.70	2,543.75	1,774.28	1,983.96	6,435.50	25.95	51.98	197.31	13,967.43
29. Interest Distributed to Districts	7,099.88	17,486.21	13,429.07	14,810.00	47,214.66	1,192.34	1,474.86	4,137.82	106,844.84
30. Refund Interest Paid	27.83	2,045.58	3,992.90	5,607.47	0.00	0.00	0.00	0.00	11,673.78

I certify that these tables are a correct summary of transactions affecting the property tax rolls in fiscal year ending June 30, 2023, and the amounts remaining uncollected as of the same date.


Signature

Assessor/Tax Collector
Title

7-18-23
Date

Email Address: dor.research@oregon.gov
Mailing Address: Oregon Dept. of Revenue
Research Section
955 Center St., NE
Salem, OR 97301-2555

Property Tax Collections as of June 30, 10 - Year History

Year	Certified Tax	June 30	
		Uncollected Balance	% Collected
2013-14	\$27,133,187.16	\$811,593.02	97.01
2014-15	\$27,839,807.90	\$789,027.53	97.17
2015-16	\$32,228,046.43	\$799,535.33	97.52
2016-17	\$32,931,022.53	\$1,021,420.84	96.90
2017-18	\$32,086,762.02	\$1,455,410.37	95.46
2018-19	\$35,192,765.05	\$1,271,404.76	96.39
2019-20	\$37,541,919.94	\$1,299,894.37	96.54
2020-21	\$39,558,815.40	\$1,214,783.18	96.93
2021-22	\$43,706,964.97	\$1,128,631.99	97.42
2022-23	\$54,070,119.75	\$1,103,946.06	97.96

2023 FORECLOSURE LIST ISSUED BY MORROW COUNTY

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-23	TOTAL DUE
2927	GRIFFITTS, RION 295 SE THIRD ST IRRIGON OR 97844	10-03		2022-23	0.00	0.00	
					Total amount due		0.00
8568	REBMAN, DOUG E & DALONDA M 160 HURD LN IRRIGON OR 97844-6936	10-03		2022-23	0.00	0.00	
					Total amount due		0.00
60006	CAMPBELL, ROBERT F ET AL PO BOX 396 HEPPNER OR 97836-0396	01-01	102686	2022-23 2021-22 2020-21	243.22 196.96 13.93	18.38 47.27 5.01	261.60 244.23 18.94
					Total amount due		524.77
60689	MANN, MARCHETA P 315 NE SEVENTH IRRIGON OR 97844-7249	10-04	187956	2021-22 2020-21 2019-20	76.35 78.03 74.96	18.33 31.20 41.97	94.68 109.23 116.93
					Total amount due		320.84
61739	HARNS, VELMA E 75145 IDAHO LN IRRIGON OR 97844-7045	10-01	163720	2022-23 2021-22	305.74 15.05	23.10 3.01	328.84 18.06
					Total amount due		346.90
12386	BAUMAN, HAZEL C ESTATE BAUMAN, CARL 35555 SPUR HIGHWAY #374 SOLDOTNA AK 99669-7574	01-01	2S2635CA01502	2022-23 2021-22 2020-21 2019-20	1.50 1.50 1.58 0.39	0.16 0.42 0.70 0.23	1.66 1.92 2.28 0.62
					Total amount due		6.48
672	CALDER, LUCAS MCLANE PO BOX 251 HUNTINGTON OR 97907-0251	01-01	2S2635BC07901	2022-23 2021-22 2020-21 2019-20	225.43 182.22 188.94 185.82	17.04 43.74 75.57 104.06	242.47 225.96 264.51 289.88
					Total amount due		1,022.82
245	CAMPBELL, ROBERT F ETAL PO BOX 396 HEPPNER OR 97836-0396	01-01	2S26270001700	2022-23 2021-22 2020-21 2019-20	352.38 335.62 342.74 154.04	26.63 80.55 137.10 81.82	379.01 416.17 479.84 235.86
					Total amount due		1,510.88
4609	COLIN, JOSE M & COLIN, GUADALUPE T PO BOX 649 BOARDMAN OR 97818-0649	25-04	4N2520A005400	2022-23 2021-22 2020-21 2019-20	1,520.73 1,497.84 1,541.66 1,400.98	114.90 359.49 616.67 781.42	1,635.63 1,857.33 2,158.33 2,182.40
					Total amount due		7,833.69
10507	ELIZONDO, ARMANDO JAVIER 407 E AVON CT LAREDO TX 78041-5919	10-01	5N2625D000201	2022-23 2021-22 2020-21 2019-20	568.62 552.46 571.34 294.79	42.96 132.59 228.54 157.76	611.58 685.05 799.88 452.55
					Total amount due		2,549.06

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-23	TOTAL DUE
61874	GRIFFITTS, RION PO BOX 988 IRRIGON OR 97844-0988	10-03	233837	2022-23	947.06	71.56	1,018.62
				2021-22	928.30	222.79	1,151.09
				2020-21	943.87	377.55	1,321.42
				2019-20	907.18	508.02	1,415.20
					Total amount due		4,906.33
9008	HARNS, VELMA E 75145 IDAHO LN IRRIGON OR 97844-7045	10-01	5N2624CC02403	2022-23	323.48	24.44	347.92
				2021-22	314.31	75.43	389.74
				2020-21	325.03	130.01	455.04
				2019-20	312.15	174.81	486.96
					Total amount due		1,679.66
8910	HARRISON, MARTIN LEE, ETAL 555 SE CALIFORNIA AVE IRRIGON OR 97844-7030	10-03	5N2730BB02100	2022-23	1,824.18	137.82	1,962.00
				2021-22	1,787.97	429.12	2,217.09
				2020-21	1,818.00	727.20	2,545.20
				2019-20	1,788.48	1,001.55	2,790.03
					Total amount due		9,514.32
3733	HERNANDEZ, BERNARD H ETAL PO BOX 186 BOARDMAN OR 97818-0186	25-01	4N2509CB04000	2022-23	1,639.14	123.85	1,762.99
				2021-22	1,747.55	419.41	2,166.96
				2020-21	1,653.79	661.51	2,315.30
				2019-20	15.17	7.89	23.06
					Total amount due		6,268.31
154	HOWE, BEVERLY PO BOX 843 HEPPNER OR 97836-0843	01-01	2S2627DA00801	2022-23	1,605.76	121.32	1,727.08
				2021-22	1,350.26	324.07	1,674.33
				2020-21	1,358.74	543.49	1,902.23
				2019-20	50.34	26.18	76.52
					Total amount due		5,380.16
728	LYNCH, MICHAEL D PO BOX 1132 HEPPNER OR 97836-1132	01-01	2S2635BC13600	2022-23	1,341.56	101.37	1,442.93
				2021-22	1,296.18	311.08	1,607.26
				2020-21	1,253.94	501.57	1,755.51
				2019-20	1,190.49	666.67	1,857.16
					Total amount due		6,662.86
2707	MANN, MARCHETA P 315 NE SEVENTH IRRIGON OR 97844-7249	10-04	4N2720C000800	2022-23	589.42	44.54	633.96
				2021-22	573.48	137.63	711.11
				2020-21	585.39	234.16	819.55
				2019-20	562.22	314.85	877.07
					Total amount due		3,041.69
2708	MANN, MARCHETA P 315 NE SEVENTH IRRIGON OR 97844-7249	10-04	4N2720C000700	2022-23	497.40	37.58	534.98
				2021-22	484.07	116.18	600.25
				2020-21	494.20	197.68	691.88
				2019-20	474.64	265.80	740.44
					Total amount due		2,567.55
60644	MANN, MARCHETA P 315 NE SEVENTH IRRIGON OR 97844-7249	10-04	233232	2022-23	115.67	8.73	124.40
				2021-22	112.59	27.03	139.62
				2020-21	115.00	46.00	161.00
				2019-20	110.57	61.92	172.49
					Total amount due		597.51
10272	MELENDEZ, NOE HONORIO & ELIZABETH 524 SW ANTHONY DR BOARDMAN OR 97818-8037	25-01	4N2517DA05019	2022-23	2,477.54	187.19	2,664.73
				2021-22	2,641.38	633.93	3,275.31
				2020-21	2,499.50	999.80	3,499.30
				2019-20	626.26	325.66	951.92
					Total amount due		10,391.26
3515	MITTELSDORF, ERNABEL 813 MT ADAMS AVE BOARDMAN OR 97818-9746	25-01	4N2508DA06000	2022-23	3,653.55	276.04	3,929.59
				2021-22	3,895.08	934.82	4,829.90
				2020-21	3,685.76	1,474.31	5,160.07
				2019-20	3,549.80	1,987.89	5,537.69
					Total amount due		19,457.25

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-23	TOTAL DUE
3482	MITTELSDORF, ERNABEL N 813 MT ADAMS AVE BOARDMAN OR 97818-9746	25-01	4N2508DA02600	2022-23	1,849.34	139.73	1,989.07
				2021-22	1,971.61	473.19	2,444.80
				2020-21	1,865.78	746.31	2,612.09
				2019-20	1,790.38	1,002.61	2,792.99
					Total amount due		9,838.95
3484	MITTELSDORF, ERNABEL N 813 MT ADAMS AVE BOARDMAN OR 97818-9746	25-01	4N2508DA02800	2022-23	218.72	16.53	235.25
				2021-22	233.18	55.96	289.14
				2020-21	220.69	88.27	308.96
				2019-20	212.57	119.04	331.61
					Total amount due		1,164.96
3514	MITTELSDORF, WENDY L ETAL PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2508DA05900	2022-23	2,601.33	196.54	2,797.87
				2021-22	2,773.25	665.58	3,438.83
				2020-21	2,624.42	1,049.77	3,674.19
				2019-20	2,527.53	1,415.43	3,942.96
					Total amount due		13,853.85
8651	NEWDIGER, TROYLIN & NEWDIGER, MINDY 1835 WALNUT AVE FRUITLAND ID 83619-5008	10-03	5N2625A002612	2022-23	1,507.63	113.91	1,621.54
				2021-22	1,477.66	354.64	1,832.30
				2020-21	1,502.33	600.93	2,103.26
				2019-20	471.04	244.94	715.98
					Total amount due		6,273.08
3589	ORJUELA-SCHMIDT, GLORIA L 281 MARSHALL LP BOARDMAN OR 97818-9714	25-01	4N2509AC00600	2022-23	3,551.15	268.31	3,819.46
				2021-22	3,786.06	908.65	4,694.71
				2020-21	3,582.61	1,433.04	5,015.65
				2019-20	3,450.34	1,932.19	5,382.53
					Total amount due		18,912.35
3661	ORJUELA-SCHMIDT, GLORIA L 281 MARSHALL LP BOARDMAN OR 97818-9714	25-01	4N2509BD00100	2022-23	204.40	15.45	219.85
				2021-22	218.08	52.35	270.43
				2020-21	206.55	82.62	289.17
				2019-20	198.92	111.40	310.32
					Total amount due		1,089.77
3551	PECK, MABEL 813 MT ADAMS AVE BOARDMAN OR 97818-9746	25-01	4N2508DC00400	2022-23	293.72	22.19	315.91
				2021-22	313.19	75.17	388.36
				2020-21	296.50	118.60	415.10
				2019-20	285.68	159.98	445.66
					Total amount due		1,565.03
61934	PECK, MABEL 813 MT. ADAMS AVE BOARDMAN OR 97818-9746	25-01	116226	2022-23	121.39	9.18	130.57
				2021-22	129.55	31.09	160.64
				2020-21	122.74	49.09	171.83
				2019-20	118.30	66.24	184.54
					Total amount due		647.58
62616	REBMAN, DOUGLAS EDWARD ETUX 160 HURD LN IRRIGON OR 97844-6936	10-03	282422	2022-23	796.25	60.16	856.41
				2021-22	780.48	187.31	967.79
				2020-21	793.53	317.40	1,110.93
				2019-20	673.73	375.53	1,049.26
					Total amount due		3,984.39
3644	RIVERVIEW CEMETERY ASSOCIATION 281 MARSHALL LP BOARDMAN OR 97818-9714	25-01	4N2509AD01600	2022-23	503.93	38.08	542.01
				2021-22	537.22	128.93	666.15
				2020-21	508.47	203.40	711.87
				2019-20	489.78	274.29	764.07
					Total amount due		2,684.10

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-23	TOTAL DUE
2279	ROCK, ORA DE ELVA PO BOX 820 IRRIGON OR 97844-0820	10-03	5N2624DD04700	2022-23	1,740.90	131.53	1,872.43
				2021-22	1,579.72	379.13	1,958.85
				2020-21	1,661.24	664.50	2,325.74
				2019-20	1,685.14	943.68	2,628.82
					Total amount due		8,785.84
2900	ROCK, ORA DE ELVA PO BOX 820 IRRIGON OR 97844-0820	10-03	5N2624DD04600	2022-23	365.94	27.65	393.59
				2021-22	358.74	86.10	444.84
				2020-21	364.94	145.98	510.92
				2019-20	359.10	201.09	560.19
					Total amount due		1,909.54
6583	SAWYER, SHAWN C 74597 MAGIC GARDEN LN IRRIGON OR 97844-7106	10-01	5N2623B002200	2022-23	237.34	17.93	255.27
				2021-22	230.63	55.35	285.98
				2020-21	238.58	95.43	334.01
				2019-20	229.13	128.31	357.44
					Total amount due		1,232.70
6584	SAWYER, SHAWN C 74597 MAGIC GARDEN LN IRRIGON OR 97844-7106	10-01	5N2623B002300	2022-23	1,347.87	101.83	1,449.70
				2021-22	1,309.63	314.31	1,623.94
				2020-21	1,354.19	541.68	1,895.87
				2019-20	203.60	105.87	309.47
					Total amount due		5,278.98
8324	SCHMIDT, GLORIA O 281 MARSHALL LP BOARDMAN OR 97818-9714	25-01	4N2509AD01600A1	2022-23	65.22	4.93	70.15
				2021-22	69.64	16.71	86.35
				2020-21	65.94	26.37	92.31
				2019-20	63.67	35.65	99.32
					Total amount due		348.13
3667	SCOTT, VIOLA M 249 MARSHALL LP BOARDMAN OR 97818-9714	25-01	4N2509BD00700	2022-23	1,920.90	145.13	2,066.03
				2021-22	2,047.99	491.52	2,539.51
				2020-21	1,938.11	775.25	2,713.36
				2019-20	1,477.85	814.66	2,292.51
					Total amount due		9,611.41
2600	SMITH, BEVERLY JO AN PO BOX 272 IONE OR 97843-0272	10-01	5N2721B000500	2022-23	1,309.65	98.95	1,408.60
				2021-22	1,272.43	305.38	1,577.81
				2020-21	995.90	398.37	1,394.27
				2019-20	4.25	2.21	6.46
					Total amount due		4,387.14
7975	SNYDER, RAYMOND L JR & KERRY A 74992 COLUMBIA LN IRRIGON OR 97844-7053	10-01	5N2623D003100A1	2022-23	112.61	8.50	121.11
				2021-22	109.51	26.28	135.79
				2020-21	113.22	45.30	158.52
				2019-20	73.01	39.45	112.46
					Total amount due		527.88
9101	TIMMINS, ROBERT F & MARY E 895 E UTAH AVE IRRIGON OR 97844-6987	10-03	5N2730BB00138	2022-23	1,881.75	142.18	2,023.93
				2021-22	1,844.28	442.62	2,286.90
				2020-21	1,875.08	750.03	2,625.11
				2019-20	1,833.70	1,026.87	2,860.57
					Total amount due		9,796.51
4846	WEBB, LEWIS 815 SE COURT AVE PENDLETON OR 97801-2344	35-01	1S2409AB06100	2022-23	133.95	10.12	144.07
				2021-22	127.57	30.61	158.18
				2020-21	116.45	46.58	163.03
				2019-20	113.36	63.48	176.84
					Total amount due		642.12
4847	WEBB, LEWIS A 815 SE COURT AVE PENDLETON OR 97801-2344	35-01	1S2409AB06200	2022-23	1,820.57	137.55	1,958.12
				2021-22	1,883.18	451.96	2,335.14
				2020-21	1,718.27	687.30	2,405.57
				2019-20	1,652.13	925.20	2,577.33
					Total amount due		9,276.16

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-23	TOTAL DUE
11282	ZEACHEM APPLIED TECHNOLOGY LLC 2221 W BASELINE RD STE 101 TEMPE AZ 85283-1243	25-04	4N25020000119A2	2022-23	34,522.26	2,608.35	37,130.61
				2021-22	29,289.39	7,029.46	36,318.85
				2020-21	30,318.63	12,127.45	42,446.08
				2019-20	29,727.97	16,647.67	46,375.64
					Total amount due		162,271.18
11323	ZEACHEM APPLIED TECHNOLOGY LLC 2221 W BASELINE RD STE 101 TEMPE AZ 85283-1243	25-04	4N25020000119A5	2022-23	28,556.36	2,157.59	30,713.95
				2021-22	28,904.10	6,936.99	35,841.09
				2020-21	30,373.68	12,149.47	42,523.15
				2019-20	30,070.70	16,839.59	46,910.29
					Total amount due		155,988.48
11095	ZEACHEM INC 2221 W BASELINE RD STE 101 TEMPE AZ 85283-1243	25-04	4N25020000119A1	2022-23	44,266.82	3,344.60	47,611.42
				2021-22	38,367.49	9,208.20	47,575.69
				2020-21	39,590.92	15,836.37	55,427.29
				2019-20	35,259.56	19,597.06	54,856.62
					Total amount due		205,471.02
8843	ZEPEDA SANCHEZ, RUBEN SERGIO 600 NE OREGON AVE IRRIGON OR 97844-7245	10-03	5N2719CC01002	2022-23	119.94	9.06	129.00
				2021-22	117.66	28.23	145.89
				2020-21	119.64	47.86	167.50
				2019-20	4.05	2.11	6.16
					Total amount due		448.55

Properties with Foreclosure Judgement to be deeded to the County in October 2023 if no redemption is made.

Property ID	Name	Judgement	Year	Date Added	Property Description
361	Davis, Kenny	Case # 21CV35104	2020	10/13/2021	Heppner City Lot with House
3358	Estate of Wayne Papineau	Case # 21CV35104	2020	10/13/2021	Lexington City Lot with House
3910	Goad, Kathryn M	Case # 21CV35104	2020	10/13/2021	Boardman City Lot with Triple Wide MH
12258	McNamer, Sara E	Case # 21CV35104	2020	10/13/2021	Strip of Land just outside Ione City Limits



Morrow County Sheriff's Office - Monthly Stats 2023

Incident	July	August	Sept	October	Nov	Dec
Alarms	28					
Animal Complaint	25					
Agency Assist	16					
Assaults	1					
Burglary	3					
CHL	24					
Citizen Assist	15					
Civil Service	97					
County Code Calls	2					
Heppner area	0					
Irrigon area	2					
Bdmn area	0					
lone/Lex area	0					
Death Investigation	3					
Disturbance	12					
Dog	61					
Driving Complaints	95					
Drunk/Impaired Driver	9					
EMS	17					
Hit & Run	1					
Juvenile Complaints	3					
Motor Vehicle Crashes	6					
RV Code	1					
Suicidal	5					
Suspicious Activity	34					
Theft	22					
Trespass	11					
Traffic Stops - Cite	23					
Total Traffic Stops	139					
UUMV-Stolen vehicle	1					
Welfare Check	14					
Totals	668					
Other Misc. Incidents	837					
Total # of Incidents	1505					
Felony Arrests	4					
Total # of Arrests	21					
Total # M-110 Citations	0					

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input checked="" type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Time Period
Morrow	July 1, 2022 through June 30, 2023

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
15		15

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	16
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	7
USDVA Form 20-0995 (decision review/supplemental claim) filed:	7
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	0
Total Amounts this Qtr (new monthly awards): \$ 24,931.93	Retroactive Awards for the Quarter: \$ 57,144.51

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Suicide Awareness Walk	MH, Vet Center	
Media ad newspaper & online		

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
(3) Dependent status; (10) Housebound
Please note: CVSO transition after Q4 ended, this list is incomplete due to information available to new CVSO.
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
Domestic Violence Services meetings; Home 4 Hope meetings; Board of Commissioners meetings;
County Safety meetings; lunch meeting with TCOs, Tribal VSO, and incoming CVSO - introduction
Please note: CVSO transition (see above)
Please list below any Conferences or Training events attended.
(OACVSO) Tribal & County Veteran Service Officers, Joint Disability Claims: Evaluating Flare-Ups; ODVA Check in
meetings; NVLSP training
Please note: CVSO transition (see above)

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
<div style="text-align: center; font-size: small; margin-bottom: 5px;">County Veterans' Service Officer Signature</div>	<div style="text-align: center; font-size: small; margin-bottom: 5px;">Date Signed</div> <p style="text-align: center; margin: 0;">7/27/2023</p>